NOTICE OF PROPOSED RULEMAKING

TITLE 6. ECONOMIC SECURITY

CHAPTER 6. DEPARTMENT OF ECONOMIC SECURITY

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ARTICLE 1. GENERAL PROVISIONS

R6-6-101. Definitions and Location of Definitions

~~In addition to the definitions found in A.R.S. §§ 36-551 and 36-596.51, the following definitions apply to this Chapter, unless otherwise provided in a specific of this Chapter~~:

A. Location of definitions. The following definitions applicable to this Article are found in the following Section or Citation:

"Administrative Review"	R6-6-101(B)
"AHCCCS"	R6-6-101(B)
"ALTCS"	R6-6-101(B)
"Business Associate"	R6-6-101(B)
"Confidentiality Officer"	R6-6-101(B)
"Developmental Disability"	A.R.S. § 36-551
"District"	A.R.S. § 36-596.51
"Division"	A.R.S. § 36-551
"Habilitation"	A.R.S. § 36-551
"Least Restrictive Alternative"	A.R.S. § 36-551
"Mechanical Restraint"	R6-6-101(B)
"Member"	R6-6-101(B)
"Member Record"	R6-6-101(B)
"Office of Appeals"	R6-6-101(B)
"Personally Identifiable Information"	R6-6-101(B)
"Program Review Committee" or "PRC"	R6-6-101(B)

"Protected Health Information"	R6-6-101(B)
"Response Cost"	R6-6-101(B)
"Service Provider"	A.R.S. § 36-551

B. The following definition apply to this Chapter:

1. "Administrative Review" means a mechanism of informal review for decisions made by the Division of Developmental Disabilities.

~~2. "Adult" means a person aged 18 years or above.~~

~~3. "Agency" means any organization, funded by the Division, which provides services to individuals with developmental disabilities.~~

~~4. "Agency administrator" means the Chief Executive Officer or designee of an agency.~~

~~5.~~2. "AHCCCS" means the Arizona Health Care Cost Containment System.

~~6.~~3. "ALTCS" means the Arizona Long-term Care System.

4. "Business Associate" means a person or entity that performs certain functions or activities that involve the use or disclosure of Protected Health Information on behalf of, or provides services to, a covered entity.

~~7. "ALTCS service provider" means those service providers through whom health care services are delivered to DD/ALTCS clients.~~

~~8. "Appeals Board" means the Department of Economic Security Appeals Board.~~

~~9. "Appellant" means any person or the Department who appeals an action under R6-6-1801 et seq.~~

10. "Appellate Services Administration/Long-term Care" means the Appellate Services Administration/Long-term Care within the Department of Economic Security.

11. "Applicant" means the responsible person as defined in A.R.S. § 36-551 who has applied for Division services.

12. "Assignment of benefits" means the insurer is entitled to deal with the assignee as the owner or pledgee of the policy in accordance with the terms of the assignment.

13. "Behavior management" means procedures designed to increase a client's appropriate behaviors and decrease inappropriate behaviors which are a problem to the client or others.

14. "Behavior-modifying medications" means drugs which are prescribed, administered, and directed for the purpose of reducing or eliminating certain behaviors.

15. "Benefits" means, for the purpose of determining cost of care portion under Article 12, monies received from SSI, SSA, or other governmental funds which may be subject to a cost of care portion for residential and other services provided by the Division.

16. "Case plan" means a written document used by child welfare staff which is a separate and distinct part of the case record. It identifies the case plan goal and target date, objectives, tasks, time-frames, responsible parties, consequences, and

~~barriers. The child welfare care manager is responsible for the development and implementation of the case plan in consultation with the family and service team.~~

~~17. "Child" means a person under the age of 18 years.~~

~~18. "Community residential setting resident" or "resident" means any person placed for care in a community residential setting whether or not the person is a client of the Department.~~

~~19. "Cost of care" means the dollar value of services listed in R6-6-1201(B) provided to a client through the Division.~~

5. "Confidentiality Officer" means an employee of the Division responsible for oversight and monitoring of the use of Personally Identifiable Information and Protected Health Information by the Division and their Business Associates.

~~20. "Cost of care portion" means the percentage of a client's cost of care that a parent, client, or responsible person may be required to pay to the Division to help offset the cost of the client's care.~~

~~21. "DD/ALTCS client" means an individual with developmental disabilities who has met the eligibility criteria of both the Division of Development Disabilities and the Arizona Long-term Care System (ALTCS).~~

~~22. "DD/non-ALTCS client" means an individual who has met the eligibility criteria of the Division but who does not meet the eligibility criteria of ALTCS.~~

~~23. "Direct care staff" means a person who is employed or contracted to provide direct services to clients by either a community residential setting licensee or~~

~~license applicant, or by an agency applying for or certified to provide Home and Community-based Services.~~

~~24. "District Program Manager" or "DPM" means the Division of Developmental Disabilities' administrator or designee in each of the Department's six planning districts.~~

~~25. "Emergency measures" means physical management techniques used in an emergency to manage a sudden, intense, or out-of-control behavior.~~

~~26. "Evacuation device" means equipment used to facilitate the evacuation of a community residential setting in the event of an emergency.~~

~~27. "Exclusion time-out" means a time-out procedure in which an individual is removed from a reinforcing environment to an environment which is less reinforcing or in which there is less opportunity to earn reinforcement.~~

~~28. "Family support services" means those services and supports provided by the division and are designed to strengthen the family's role as a primary care giver, prevent inappropriate out-of-home placement, maintain family unity, and reunite families with members who have been placed out of the home."~~

~~29. "Family support voucher" means a written authorization provided to a client or responsible person to purchase family support services.~~

~~30. "Fee for service" means the costs that are assessed pursuant to R6-6-1201 et seq. for services received from or through the Division.~~

31. ~~"Fire Risk Profile" means an instrument prescribed by the Division that yields a score for a facility based on the ability of the resident to evacuate the community residential setting.~~

32. ~~"Forced Compliance" means a procedure in which an individual is physically forced to follow a direction or command.~~

33. ~~"Grievant" means any person who is aggrieved by a decision of the Department.~~

34. ~~"Health insurance payments" means the assignment of rights to medical support or other third-party payments for medical care.~~

35. ~~"Health Plan" means a service provider of health-related services.~~

36. ~~"Hearing Officer" means any person selected to hear and render a decision in an appeal under Article 22 of this Chapter.~~

37. ~~"Human Rights Committee" or "HRC" means a committee established by the Director to provide independent oversight and review as described in R6-6-1701 et seq.~~

38. ~~"IEP" or "Individualized Education Plan" means a written statement for providing special education services to a child with a disability that includes the pupil's present levels of educational performance, the annual goals, and the short-term measurable objectives for evaluating progress toward those goals and the specific special education and related services to be provided.~~

39. ~~"Income" means, as used in Article 12, net taxable income as reported on the person's last tax return.~~

40. ~~"Individual service and program plan" or "ISPP" means a written statement of services to be provided to an individual with developmental disabilities including habilitation goals and objectives and determinations as to which services, if any, the client may be assigned. The ISPP incorporates and replaces the Individual Program Plan and the placement evaluation, both as defined in A.R.S. § 36-551, and the service plan as defined in A.R.S. § 36-2938.~~

41. ~~"Individual service and program plan team" or "ISPP team" means a group of persons assembled by the Division and coordinated by the client's case manager in compliance with A.R.S. §§ 36-551 and 36-560 to develop an ISPP for each client.~~

42. ~~"Insured" means the party to an insurance arrangement to whom, or on behalf of whom, the insurance company agrees to indemnify for losses, provide benefits, or render services.~~

43. ~~"Insurer" means the insurance company assuming risk and agreeing to pay claims or provide services.~~

44. ~~"Least intrusive" or "least obtrusive" means the level of intervention necessary, reasonable, and humanely appropriate to the client's needs, which is provided in the least disruptive or invasive manner possible.~~

45. ~~"License applicant" means a person or business entity which submits an application to the Division for an initial or a renewal license to operate a community residential setting.~~

~~46. "Licensee" means a person or entity licensed as a community residential setting, or a person designated by such person or entity to be responsible for carrying out the requirements under these rules.~~

~~47. "Lives independently" means a client who lives in a primary residence in which the Division does not fund, in whole or in part, daily habilitation or room and board and for which the client secures the residence and is the principle signatory on the lease or rental agreement; makes decisions regarding roommates, furnishings, and arrangements for on-site services; makes the payments relating to the residence; and makes decisions to terminate such arrangements or lease or rental agreement.~~

~~48. "Main provider record" means a record maintained by a service provider which contains all pertinent information concerning the evaluations of, and the services provided to, a client, and which is located in a designated place.~~

~~49.~~6. "Mechanical ~~restraint~~ Restraint" means any mechanical device used to restrict the movement or normal function of a portion of the client's body, excluding only those devices necessary to provide support for the achievement of functional body position or proper balance.

7. "Member" has the same meaning as "Client" prescribed in A.R.S. § 36-551.

8. "Member Record" means a file maintained by a Service Provider that is specific to one Member and contains all documentation regarding the Member's health and welfare, receipt of services, and interaction with the Division and Service Provider.

~~50. "Medically necessary services" means those covered services provided by a physician or other licensed practitioner of the healing arts within the scope of their practice under state law to prevent disease, disability, and other adverse health conditions or their progression or to prolong life.~~

~~51. "Medication error" means that one or more of the following has occurred: a client is given the wrong medication or the wrong dosage, the medication is given at the wrong time or not given at all, or the medication is given via the wrong route or to the wrong person.~~

~~52. "Monitoring" means the process of reviewing licensed adult and child developmental homes and community residential settings for compliance with licensing, contractual, or programmatic requirements.~~

~~53.~~9. "Office of Appeals" means the Office of Appeals of the Department of Economic Security.

~~54. "Overcorrection" means a group of procedures designed to reduce inappropriate behavior, in specifically:~~

~~a. Requiring a client to restore the environment to a state vastly improved from that which existed prior to the inappropriate behavior; or~~

~~b. Requiring a client to repeatedly practice a behavior.~~

~~55. "Party" means any person appealing an action under R6-6-1801 et seq. or the Department.~~

~~56. "Physical restraint" means a procedure whereby one or more persons restrict a client's freedom of movement for the purpose of managing the client's behavior.~~

~~57. "Policy" in Article 13 means the written contract effecting insurance or the certificate thereof by whatever name called, and papers attached thereto and made a part thereof.~~

~~58. "Program contractor" means the Division of Developmental Disabilities in its position as program Qualified Vendor to AHCCCS.~~

10. "Personally Identifiable Information" means any data that could potentially be used to identify a particular person.

~~59.~~11. "Program Review Committee" or "PRC" means a group of persons designated by the District Program manager to review and approve or disapprove all behavior management programs before such programs may be implemented or sent to the Human Rights Committee.

12. "Protected Health Information" means demographic information, medical histories, test and laboratory results, mental conditions, insurance information and other data that a healthcare professional collects to identify a Member and determine appropriate services as defined in the Health Information Portability and Accountability Act.

~~60. "Program Unit" means a location where services are provided.~~

~~61. "Protective device" means an appliance used to prevent a client from engaging in self-injurious behavior, used by a medical practitioner to restrain an individual while a treatment or procedure is being performed, or authorized by a medical practitioner for use in response to a medical condition.~~

~~62. "Residential service" means a residential living arrangement operated by the Division or by providers funded by the Division, in which clients live with varied degrees of appropriate supervision.~~

~~63. "Reinforcer" means any consequence that maintains or increases the future probability of the response it follows.~~

~~64.~~13. "Response ~~cost~~ Cost" means a procedure designed to decrease inappropriate behaviors by removing earned reinforcers or possessions as a consequence of an inappropriate behavior.

~~65. "Responsible party" means a client or a person or entity that is obligated or liable to pay the cost of care for a client, including the parent of a minor client, representative payee, guardian, or conservator, and the personal representative of an estate, or the trustee of a trust of which the client is a beneficiary.~~

~~66. "Seclusion" or "locked time-out room" means the placement of a client in a room or other area from which the client cannot leave.~~

~~67. "Service provider" means an agency or individual operating under a contract or service agreement with the Department to provide services to Division clients.~~

~~68. "Services" means developmental disability programs and activities consistent with family support philosophy and operated by or contracted for the Department directly or indirectly, including residential services, family and child services, family and adult services, and case management and resource services.~~

69. ~~"Standards" means Arizona Revised Statutes, administrative rules, the Code of Federal Regulations, interagency and intergovernmental agreements, and contract provisions that apply to licensing and monitoring community residential settings.~~

70. ~~"Tardive Dyskinesia" means a slow, rhythmic, automatic stereotyped movement which occasionally occurs, either generalized or in single muscle groups, as an undesired side effect of therapy with certain psychotropic drugs.~~

71. ~~"Third-party liability" means the resources available from a person or entity that is or may be, by agreement, circumstances, or otherwise, liable to pay all or part of the medical expenses incurred by a Division client.~~

72. ~~"Third-party payor" means any individual, entity, or program that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Division client.~~

73. ~~"Time-out device" means a secured room or area used to enforce a "time-out procedure."~~

74. ~~"Time-out procedure" means a procedure in which the client's access to sources of various forms of reinforcement is removed for the purpose of decreasing a client's inappropriate behavior.~~

75. ~~"Vulnerable adult" means an individual who is 18 years of age or older and who is unable to protect himself from abuse, neglect, or exploitation by others because of a mental or physical impairment according to A.R.S. § 13-3623.~~

R6-6-102. Rights of Individuals with Developmental Disabilities

~~The~~ When providing services to individuals with Developmental Disabilities, the Division and ~~its service providers~~ Service Providers shall comply with applicable federal and state law that guarantee the rights of individuals with Developmental Disabilities ~~in the provision of services in compliance with applicable federal and state laws~~.

R6-6-103. Confidentiality Officer

A. Each ~~district~~ District shall designate one Division staff person to act as a ~~confidentiality officer~~ Confidentiality Officer.

B. ~~Confidentiality officers~~ The Confidentiality Officer shall ~~completely~~ administer and supervise the maintenance and use of all Members' Personally Identifiable Information ~~personally identifiable information~~ in the ~~Division~~ Division's possession. The Confidentiality Officer shall ensure the Members' Personally Identifiable Information ~~including storage, disclosure, retention, and destruction of this information~~ is stored, disclosed, retained, and destroyed in accordance with Division procedures ~~of the Division~~ and applicable state law.

C. At the time of an eligibility determination ~~reviews~~ review, the ~~confidentiality officers~~ Confidentiality Officer or ~~their designees~~ designee shall notify the ~~responsible persons~~ Responsible Person of ~~their~~ the rights ~~pursuant to~~ established under A.R.S. § 36-568.01 regarding disclosure of Members' Personally Identifiable Information ~~personally identifiable information~~.

R6-6-104. Access to Personally Identifiable Information; Member Record

A. The Division and ~~its service providers~~ Service Providers shall ~~each~~ maintain ~~a list of persons or titles who are authorized to have access~~ ~~to~~ policy on how the Division and Service Providers shall comply with applicable federal and state laws and regulations related to the protection of Members' Protected Health Information and Personally Identifiable Information ~~personally identifiable information in their files~~.

B. The ~~service provider~~ Service Provider shall maintain a ~~main provider record~~ Member Record for ~~each client; the file~~ a Member. ~~shall be~~ The Service Provider shall make the Member Record available to the ~~responsible persons upon~~ Responsible Person ~~request~~ within time frames prescribed by the Division.

C. ~~Where a service provider uses a centralized recordkeeping system, the service provider~~ The Service Provider shall ~~also make available appropriate records in the program unit~~ make the Member Record available to the Division and District staff upon request.

D. ~~Where~~ If a ~~particular~~ professional ~~services require the~~ service requires maintenance of a separate ~~records~~ record, the Service Provider shall ensure a summary of the information contained ~~therein shall be entered in the main provider record maintained by the client's service provider~~ in the separate record is entered in the Member Record.

R6-6-105. Consent for Release of Protected Health Information and Personally Identifiable Information

A. The Division and Service Providers shall comply with all applicable state and federal laws and regulations regarding the release of Members' Protected Health Information and Personally Identifiable Information.

~~A.~~ **B.** The Division and Service Provider shall ensure that ~~Consent~~ consent for the release of Members' ~~personally identifiable information~~ Personally Identifiable Information and Protected Health Information is:

1. Obtained from the ~~client~~ Member or ~~responsible person~~ Responsible Person in writing and dated;
2. Maintained in the main record~~.~~; and
3. Considered valid within time frames as prescribed by the Division.

~~B. Consents for release of information obtained during intake shall expire within 90 days.~~

~~C. Subsequent consents shall be obtained as needed and shall be valid for six months from the date of execution.~~

R6-6-106. Violations and Penalties

A. An employee of the Division or ~~service provider~~ Service Provider shall not disclose ~~personally identifiable client information~~ a Member's Personally Identifiable Information or Protected Health Information unless a consent to release has been given as provided in this Section.

B. An employee of the Division who makes an unlawful disclosure of Members' ~~personally identifiable information~~ Personally Identifiable Information or Protected Health Information is subject to disciplinary action ~~or~~ including dismissal.

C. ~~An~~ Any employee of the Division or Service Provider who has knowledge of an ~~employee's violation of R6-6-106 must~~ employee, any covered entity, Business Associate, or Service Provider who violates this Article shall immediately, unless

otherwise defined by the Division, report the violation to the Division Confidentiality Officer. ~~employee's supervisor.~~

~~C.~~D. ~~Violators are~~ Any employee of the Division or Service Provider who unlawfully discloses Members' Personally Identifiable Information or Protected Health Information shall be subject to penalties ~~pursuant to applicable statute~~ provided by law.

R6-6-107. Least Restrictive ~~Environment~~ Alternative

A. ~~Every client has a right to the least restrictive, appropriate alternative in connection with the provision of~~ The Division shall ensure a Member receives services or ~~placement~~ is placed in a program that provides the Member with the Least Restrictive Alternative that meets the Member's needs.

B. ~~Every client has the right to~~ The Division shall provide a Member ~~a semi-annual review of~~ who receives services or programs funded by the Division ~~and received by the client in order to ensure that the client's~~ a list of the services or programs as required by the Division to determine whether the services or programs are meeting the needs ~~are met~~ of the Member.

R6-6-108. ~~Safe and Humane Environment~~ Repealed

~~A.~~ ~~This Section does not apply to community residential settings that are governed by the provisions of Article 7, 8, 10, or 11 of this Chapter.~~

~~B.~~ ~~Service providers shall have a written and posted plan for meeting potential emergencies and disasters.~~

~~C.~~ ~~The plan shall be reviewed annually by the Division and shall include, but shall not be limited to:~~

1. The assignment of staff to specified duties and responsibilities;

2. A system for notification of appropriate persons;

3. Specification of evacuation routes and procedures including provisions for clients who are incapable of taking action for self-preservation; and

4. Provision for at least one rehearsal per year to evaluate the effectiveness of the plan.

D. Programs operated by the Division, or by a profit or nonprofit agency supervised or financially supported by the Division, shall have an active a safety program, which shall include, but shall not be limited to:

1. Staff training for meeting potential emergencies and disasters such as fire, severe weather, and missing persons;

2. Staff training in the use of alarm systems and signals, firefighting, and equipment and evacuation devices;

3. Staff training in administering first aid, including cardiopulmonary resuscitation (CPR), and the Heimlich maneuver, in the presence of accident or illness;

4. Provisions for the avoidance of hazards such as accessibility to dangerous substances, sharp objects, and unprotected electrical outlets;

5. Provisions for the use of glass or other glazing material appropriate to that the safety of the individuals served;

6. The use of clean, nonabrasive, slip-resistant, and safe surfaces on floors and stairs;

7. Provisions for the avoidance of heating apparatus and hot water temperatures that constitute a burn hazard to the individuals served for Members and staff; and

8. The use of lead-free paint in areas to which clients have access .

E. Programs operated by the Division, or by a profit or nonprofit agency supervised or financially supported by the Division, shall conform to local, fire safety standards and the fire safety standards as approved and promulgated by the Arizona State Fire Marshal's office or by tribal fire department standards, whichever is appropriate\.

F. Programs operated by the Division, or by a profit or nonprofit agency supervised or financially supported by the Division, shall provide adequate heating and cooling.

G. Service providers shall keep copies of all licenses, certificates, and correspondence in a separate file to document compliance with sanitation, health, and environmental codes of state and local authorities having primary jurisdiction in these matters. The file shall be available for inspection by the Division employees during regular business hours.

H. Service provider staff shall:

1. Always give clients the least amount of physical assistance necessary to accomplish a task;

2. Ensure that clients be accorded privacy during treatment and care of personal needs;

3. Care for the client's personal needs and, except in cases of emergency \, ensure that each client is afforded the right to have care for personal needs provided by a staff member of the gender chosen by the client/responsible person This choice needs to be specified in the ISPP;

~~4. Ensure that clients are afforded privacy with regard to written correspondence, telephone communication, and visitations; and~~

~~5. Uphold respect for the dignity of individuals with developmental disabilities during tours of client residences, work areas, or classrooms.~~

ARTICLE 6. PROGRAM SERVICES

R6-6-601. ~~Case Management~~ Definitions and Location of Definitions

A. Location of definitions. The following definitions applicable to this Article are found in the following Section or Citation:

"Developmental Disability"	A.R.S. § 36-551
"Division"	A.R.S.§ 36-551
"Member"	R6-6-601(B)
"Natural Support"	R6-6-601(B)
"Planning Document"	R6-6-601(B)
"Planning Team"	R6-6-601(B)
"Responsible Person"	A.R.S.§ 36-551
"Self-directed"	R6-6-601(B)
"Services"	R6-6-601(B)
"Support Coordinator"	R6-6-601(B)

B. The following definitions apply to this Article:

1. "Member" means the same as "Client" prescribed in A.R.S. § 36-551.

2. "Natural Supports" means personal associations and relationships typically developed in the community that enhance the quality and security of life for people.

3. "Planning Document" means a written plan developed through an assessment of functional needs that reflects the Services and supports, paid and unpaid, that are important for and important to the Member in meeting the identified needs and preferences for the delivery of such Services and supports.

4. "Planning Team" means the group of individuals, including the Member, Responsible Person, Support Coordinator, and appropriate others, who develop and implement a Member's Planning Document.

5. "Self-directed" means a Member is making life choices, learning to effectively problem solve, and taking control and responsibility of the Member's own life.

6. "Services" means programs, activities, and community resources designed to assist individuals with Developmental Disabilities lead Self-directed, healthy, and meaningful lives.

7. "Support Coordinator" has the same meaning as "Case Manager" prescribed in A.R.S. § 36-551.

~~Upon the filing of an application for admission to services, the Division shall assign a Support Coordinator to assist the applicant. Upon admission, the Support Coordinator shall assist the Member and the Member's family in all aspects of the developmental disabilities service delivery system as follows:~~

~~1. The pursuit of evaluations and professional assessments necessary to substantiate the need for services;~~

~~2. The collection and analysis of information regarding eligibility and the prioritization of service needs;~~

~~3. The provision of information on available services and referral to appropriate service alternatives; and~~

~~4. The development of individual habilitation goals and objectives for the Member through the Planning Document.~~

R6-6-602. ~~Individual Service and Program Plan~~ Support Coordination; Member Planning Document

A. Within 30 days ~~following determination of eligibility, the ISPP team shall conduct an evaluation to determine the appropriate services for the client and shall develop an ISPP based on the evaluation.~~ of the Division determining that an applicant is eligible, the Support Coordinator shall convene the Planning Team to determine which Services or supports are appropriate for the Member by:

1. Developing the Member's Planning Document;
2. Obtaining evaluations and professional assessments necessary to establish the Member's Service needs;
3. Collecting and analyzing information regarding eligibility for specific Services;
4. Providing information to the Member on available Services; and
5. Determining the appropriate Services for the Member.

B. ~~The ISPP~~ A Member's Planning ~~team~~ Team shall ~~recommend~~ consider the following factors when deciding the specific ~~services~~ Services ~~based upon~~ to be recommend for the Member:

1. The best interests of the ~~client and~~ Member; ~~and~~

2. The factors listed in A.R.S. § 36-560(H);

~~2.~~3. The ~~potential for family support~~ the use of or potential use of Natural Supports; ~~and~~

~~3. The extent to which the services:~~

~~a. Promote family competence and independence;~~

~~b. Preserve the integrity of the family;~~

~~c. Maximize the client's independent living;~~

~~d. Involve the family in problem-solving and decisionmaking;~~

~~e. Meet the needs and desires of the family;~~

~~f. Prevent the deterioration of the family structure and functioning and improve the quality of life for the client and family;~~

~~g. Can be provided in the least obtrusive manner;~~

~~h. Provide uninterrupted and orderly transition from one stage of development to another based upon client and family ages;~~

~~i. Alleviate abuse or neglect or eliminate conditions that hinder the client's development;~~

~~j. Prevent the client from being a danger to himself or to others; and~~

~~k. Support a client or family who is experiencing a temporary but remedial crisis including hospitalization, loss of a job, incapacitating illness, or death.~~

4. Whether the Service supports and enhances the Member's skills by:

a. Maximizing the Member's independent living;

b. Improving the Member's quality of life;

c. Providing opportunities that increase the Member's development; and

d. Empowering the Member to lead a Self-directed life.

5. Whether the Service can:

a. Be provided in a minimally intrusive manner;

b. Provide uninterrupted and orderly transition from one stage of development to another as the Member ages; and

c. Support the Member or the Responsible Person during a temporary but remedial crisis.

~~4.~~ **C.** ~~In the case~~ The Planning Team of a ~~DD/ALTCS client, the ISPP team~~ Member shall ensure the Services recommended for the Member include ~~that the client obtain~~ all ~~medically~~ necessary ~~and other necessary medically related,~~ remedial~~,~~ ~~and~~ social, and medically related services.

~~C.~~**D.** ~~The ISPP shall contain~~ A Member's Planning Team shall ensure the Member's Planning Document contains an assessment ~~addressing each consideration listed in R6-6-603(B)~~ of each factor in subsection (C) and specifies:

1. The Member's direct and indirect ~~service~~ Service needs ~~of the client, both direct and indirect, irrespective of the Division's resource availability~~;

2. ~~Individual~~ The Member's long-term and short-term ~~habilitation~~ goals and objectives~~, both long- term and short-term~~; and

~~3. Methods or strategies by which objectives shall be implemented;~~

~~4~~ 3. The financial contributions, if any, ~~which the Department shall require~~ required from the ~~responsible person~~ Responsible Person ~~to make on behalf of the client pursuant to~~ under A.R.S. § 36-562 et seq. and R6-6-1201 et seq.~~; and~~

~~5. Any special considerations.~~

R6-6-603. ~~Assignment~~ Referral to Services

~~**A.** The case manager shall assign a DD/ALTCS client to appropriate services within 30 days of the Division's receipt of notification from AHCCCS of the client's eligibility under ALTCS.~~

~~**B.** In the case of a DD/non-ALTCS client, the case manager shall, within 30 days of the completion of the ISPP:~~

~~1. Assign the client to one or more appropriate services; or~~

~~2. Provide written notice of non-assignment and reason for non-assignment, subject to the right of the responsible person and any joint applicant to request administrative review pursuant to A.R.S. § 36-563 and R6-6-1801 et seq.~~

~~**C.** If an assignment for a DD/non-ALTCS client cannot be made at the time of review:~~

~~1. And the reason for non-assignment is caused by lack of space or lack of legislatively appropriated or other funding, the case manager shall place the client's name on a waiting list.~~

~~2. The case manager may refer the client to alternative programs, services, or other resources available in the community.~~

~~3. Unless waived by the responsible person, the case manager Support Coordinator shall review the waiting list and referrals at least every six months with the responsible person to determine continuing need for services.~~

A. The Support Coordinator of a Member shall refer and assist the Member in accessing Services available in the community within 30 days of the Planning Team completing the Planning Document.

B. The Member's Responsible Person shall, in writing, approve the Planning Document prior to the Division making any referrals for Services.

R6-6-604. Periodic Evaluations

A. ~~Pursuant to~~ As required under A.R.S. § 36-565, ~~the case manager~~ a Member's Support Coordinator and ~~members of the ISPP~~ Planning Team ~~team as appropriate~~ shall ~~conduct periodic~~ review the Planning Document as specified in R6-6-602(B).

B. The Support Coordinator shall ensure the evaluation required under subsection (A) is made as required by the Division.

C. At the conclusion of an evaluation conducted under subsection (A), the Support Coordinator and Planning Team shall determine one of the following:

1. ~~Determine that no~~ No change in Services ~~services~~ is needed;

2. ~~Determine that~~ One or more Services ~~services~~ should be terminated; or

~~3. Determine that the client should be transferred to another service; or~~

4. ~~Determine that other~~Another substantial ~~changes~~ change in ~~service are~~ Services is required.

~~B.~~D. The Support Coordinator shall ensure the findings of ~~the~~ each periodic ~~evaluations~~ evaluation conducted under subsection (A) and the determination made under subsection (C) ~~shall be~~ is incorporated into the ~~ISPP~~ Member's Planning Document.

R6-6-605. ~~Transfer to Another Service or Changes in Service~~ Repealed

~~**A.** In addition to a transfer or change which results from a periodic review, a responsible person may request in writing to the Division a transfer or change at any time.~~

~~**B.** The request shall be considered by the ISPP team. The recommendation and review shall be made in the same manner established for recommended periodic reviews of the ISPP~~

R6-6-606. ~~Consent of the Responsible Person~~ Repealed

~~**A.** Pursuant to A.R.S. § 36-560(D), no admission or assignment of any client to a program, service, or facility may be made by the Division without the written consent of the responsible person.~~

~~**B.** The signature of the responsible person on the appropriate report or ISPP shall serve as the consent to treatment or services required by A.R.S. § 36-560.~~

~~**C.** In the event consent for any or all services is withheld, those services shall be terminated.~~

ARTICLE 8. PROGRAMMATIC STANDARDS AND CONTRACT MONITORING FOR ~~COMMUNITY RESIDENTIAL SETTINGS~~ GROUP HOMES

R6-6-801. Definitions and Location of Definitions

A. Location of definitions. The following definitions applicable to this Article are found in the following Section or Citation:

"Abuse"	R6-6-801(B)
"Behavior Plan"	R6-6-801(B)
"Calendar Day"	R6-6-801(B)
"Community Residential Setting"	A.R.S. § 36-551
"Direct-care Worker"	R6-6-801(B)
"Division"	A.R.S. § 36-551
"Do-Not-Resuscitate"	R6-6-801(B)
"Electronic Monitoring Device"	A.R.S. § 36-568(E)
"Emergency"	R6-6-801(B)
"Exploitation"	R6-6-801(B)
"Group Home"	A.R.S. § 36-551
"Habilitation"	A.R.S. § 36-551
"Health Professional"	A.R.S. § 32-3201
"Inappropriate Behavior"	R6-6-801(B)
"Incident"	R6-6-801(B)
"Member"	R6-6-801(B)
"Neglect"	R6-6-801(B)

Personally Identifiable Information	R6-6-801(B)
"Planning Document"	R6-6-801(B)
"Planning Team"	R6-6-801(B)
"PRN"	R6-6-801(B)
"Qualified Vendor"	R6-6-801(B)
"Responsible Person"	A.R.S. § 36-551
"Support Coordinator"	R6-6-801(B)

B. The following definition apply to this Article:

1. "Abuse" means the same as "Abusive Treatment" under A.R.S. § 36-569.
2. "Behavior Plan" means an integrated, individualized, written treatment plan which may be based on a Behavioral Health Professional's provisional or principal diagnosis and assessment of behavior and the treatment needs, abilities, resources, and circumstances of a Member, that includes:
    a. One or more treatment goals;
    b. One or more treatment methods;
    c. The date when the Member's Behavior Plan will be reviewed; and
    d. The dated signature of the Member or the Member's legal representative.
3. "Calendar Day" means a series of consecutive days regardless of weekends or holidays.
4. "Direct-care Worker" means an individual who provides direct-care services to

Members, including an Individual Independent Provider, an employee of a Service Provider, or a subcontractor of a Service Provider.

5. "Do-Not-Resuscitate" means a medical order written by a doctor. It instructs health care providers not to do cardiopulmonary resuscitation (CPR) if a patient's breathing stops or if the patient's heart stops beating.

6. "Emergency" means a serious and unexpected situation requiring immediate action to avoid harm to health, life, property, or environment.

7. "Exploitation" means the illegal or improper use of a vulnerable individual or the resources of a vulnerable individual for another's profit or advantage.

8. "Inappropriate Behavior" means a Member's actions which a Behavioral Health Professional, Service Provider, or Planning Team reasonably believes to be impeding an individual's ability to optimally function in society.

9. "Incident" means an occurrence that could affect the health and well-being of a Member or poses a risk to the community.

10. "Member" has the same meaning as "Client" prescribed in A.R.S. § 36-551.

11. "Neglect" means failure to provide food, water, medication, medical services, shelter, cooling, heating, or other services necessary to maintain minimum physical or mental health.

12. "Personally Identifiable Information" means any data that could potentially be used to identify a particular person.

13. "Planning Document" means a written statement of services that is separate from the Behavioral Plan and shall be provided to a Member, including Habilitation

goals and objectives, that is developed following an initial eligibility determination and revised after periodic reevaluations.

14. "Planning Team" means a group of people including:

    a. The Member;

    b. A Responsible Person;

    c. The Support Coordinator;

    d. Other State of Arizona Department of Economic Security staff, as necessary; and

    e. Any person selected by the Member, Responsible Person, or the Division.

15. "PRN" means administered as circumstances require but not on a regular schedule.

16. "Qualified Vendor" means the operator of a Group Home that is qualified under the standards in Article 21 and with which the Division has entered a Qualified Vendor agreement.

17. "Support Coordinator" has the same meaning as "Case Manager" prescribed in A.R.S. § 36-551.

~~R6-6-801.~~R6-6-802. Applicability

This Article applies to services provided in ~~community residential settings except those licensed as child developmental foster homes according to Article 10 of this Chapter, and those licensed~~

~~as adult developmental homes according to Article 11 of this Chapter~~ a Group Home. This Article does not apply to services provided in any other type of Community Residential Setting.

~~R6-6-802.~~R6-6-803. Compliance

A. The ~~licensee~~ Qualified Vendor shall ~~ensure that the community residential setting is~~ operate the Group Home ~~operated~~ in compliance with this Chapter, A.R.S. Title 36, Chapter 5.1, and all contract provisions.

B. The ~~licensee~~ Qualified Vendor shall ~~cooperate with~~ assist the Division ~~in assessing~~ to assess the Qualified Vendor's compliance with this Chapter, A.R.S. Title 36, Chapter 5.1, and all contract provisions.

C. If the Division ~~identifies areas of noncompliance~~ determines the Qualified Vendor is not in compliance with this Chapter, A.R.S. Title 36, Chapter 5.1, or a contract provision in the operation of a ~~community residential setting~~ Group Home, the ~~licensee shall take action to achieve or restore compliance with these rules.~~ Division shall:

1. Provide the Qualified Vendor with written notice of the area of noncompliance including reference to the applicable statute, rule, or contract provision;
2. Provide a time frame within which the Qualified Vendor shall correct the noncompliance; and
3. Provide instructions for the Qualified Vendor to follow to notify the Division that compliance has been achieved.

D. ~~If the Division identifies areas of noncompliance with A.R.S. Title 36, Chapter 5 in the operation of a community residential setting, the~~ The Division may ~~enforce corrective~~

~~action through~~ use licensing, programmatic, ~~or~~ and contractual remedies for failure to comply with this Chapter, A.R.S. Title 36, Chapter 5.1, and all contract provisions.

~~R6-6-803.~~R6-6-804. General Responsibilities of ~~the Licensee~~ a Qualified Vendor

A. ~~The~~ A ~~licensee~~ Qualified Vendor that operates a Group Home shall ~~immediately report at least the following types of incidents via telephone or telefax to the Division~~ follow all Incident reporting requirements as prescribed by the Division.

~~1. The death of a client;~~

~~2. Alleged neglect or abuse of a resident;~~

~~3. A missing client. The licensee shall report such incident to law enforcement officials and the Division as soon as it determines that a client is missing;~~

~~4. An incident related to a resident that involves law enforcement personnel, emergency services, or the media;~~

~~5. Suicide attempts by a client;~~

~~6. Hospitalization, the intervention of a medical practitioner, or emergency medical care in response to a serious illness, injury, medication errors error, or suicidal behavior of a client; and~~

~~7. Community complaints about a resident, or the setting.~~

B. The ~~licensee~~ Qualified Vendor shall cooperate in obtaining and providing any information the ~~Department~~ Division or a law enforcement agency deems necessary to investigate an ~~incident~~ Incident.

~~C.~~ ~~The licensee shall maintain staff-to-client ratios which at least conform to the contract.~~

~~R6-6-804.~~R6-06-805. Rights of ~~Clients~~ Members

A. ~~In addition to the rights required in R6-6-102, the licensee shall uphold and safeguard the rights of residents consistent with applicable federal and state laws, including A.R.S. § 36-551.01, unless~~ Unless legally restricted or ~~addressed~~ a documented restriction exists in the ~~ISPP in accordance with R6-6-901 et seq. In addition to those rights specifically stated in statute, rights shall include, at a minimum:~~ Member's Planning Document, a Qualified Vendor shall protect all rights of a Member specified in state statute and rule, including A.R.S. § 36-551.01 and R6-6-102, and federal law and regulation.

B. A Qualified Vendor shall ensure that a Member enjoys the following rights:

1. The right to be free from ~~personal and financial exploitation~~ Abuse, Neglect, and Exploitation;
2. The right to a safe, clean, and humane physical environment;
3. The right to own and have free access to personal property;
4. The right to associate with persons ~~of~~ the ~~client's own choosing~~ Member chooses;
5. The right to participate in social, religious, educational, cultural, and community activities;
6. The right to manage personal financial affairs and to be taught to do so;
7. The right to the least amount of physical assistance necessary to accomplish a task;
8. The right to privacy ~~including~~ during treatment and care of personal needs and with regard to written correspondence, telephone communication, and visitations;

9. The right to have care for personal needs provided, except in cases of ~~emergency~~ Emergency, by a ~~direct care staff~~ Direct-care Worker of the gender chosen by the ~~responsible person. This choice shall be~~ Responsible Person and specified in the ~~ISPP~~ Member's Planning Document;

10. The right to be treated with dignity and respect; and

11. The right to be provided choices and to ~~express~~ have expressed preferences ~~which will be~~ respected and accepted.

~~R6-6-805.~~R6-6-806. ~~Program Plans~~ Member's Planning Document

A. Except ~~in cases of emergency~~ when there is an Emergency, the ~~licensee~~ Qualified Vendor shall notify the Division and obtain ~~ISPP team~~ approval from a Member's Planning Team ~~prior to a client's move~~ before the Member is moved from ~~one community residential setting~~ the Group Home to another ~~setting~~ Community Residential Setting ~~and prior to relocation of a community residential setting~~. If ~~the~~ a move under this subsection requires contract modification, the ~~administrator~~ Qualified Vendor shall ~~also~~ obtain Division approval ~~prior to~~ before the move.

B. In ~~cases of emergency~~ an Emergency in which a Member is moved from the Group Home to another Community Residential Setting, the ~~licensee~~ Qualified Vendor shall coordinate with the Division ~~regarding the notification of the responsible person when a client moves from one community residential setting to another~~ to provide notice of the move to the Responsible Person.

C. ~~The ISPP team~~ A Member's Planning Team shall ~~convene to~~ develop or revise the ~~ISPP~~ Member's Planning Document within 30 ~~days following either a client's admission~~ Calendar Days after:

1. The Member moves to a ~~community residential setting~~ Group Home, or ~~a~~
2. There is a change in the Qualified Vendor operating the ~~community residential licensee~~ Group Home at which the Member resides.

D. ~~The ISPP team~~ A Member's Planning Team shall meet at least annually and as prescribed by the Division to develop or amend the ~~complete ISPP for a client~~ Member's Planning Document, using forms prescribed by the Division.

E. The ~~ISPP team~~ Planning Team for ~~any client~~ a Member residing in a ~~community residential setting~~ Group Home shall include a representative of the ~~community residential setting~~ Group Home. The representative shall have direct knowledge of the ~~client~~ Member and be prepared to provide updates on the Member's progress towards service goals.

F. The ~~licensee~~ Qualified Vendor shall develop and provide to a Member's Support Coordinator a teaching ~~plan or~~ strategy for each Habilitation objective ~~assigned to~~ identified in the Member's Planning Document ~~the community residential setting by the ISPP team~~. The Qualified Vendor shall ensure the teaching strategy:

1. ~~The teaching plan shall be~~ Is consistent with any guidelines provided by the ~~ISPP team.~~ Member's Planning Team; and
2. ~~The teaching plan shall include~~ Includes:

a. How, when, and by whom ~~objectives~~ each Habilitation objective will be ~~implemented~~ achieved;

b. The method ~~to be used to record~~ for recording ~~data relative to~~ progress toward each Habilitation objective; and

c. The procedure ~~that will be followed should the~~ to follow when a Habilitation objective ~~be~~ is completed or ~~should~~ progress is not made ~~be made as planned~~.

~~3. The licensee shall provide the teaching plan to the case manager.~~

G. The ~~licensee~~ Qualified Vendor shall provide, as prescribed by the Division, ~~for the annual ISPP team meeting,~~ to a Member's Planning Team complete and accurate information ~~on~~ about periodic evaluations of and medical care received by the Member since the Member's Planning Document was last ~~ISPP~~ updated.

H. The ~~ISPP for any client~~ Planning Team of a Member residing in a ~~community residential setting~~ Group Home shall ensure the Member's Planning Document ~~specify~~ specifies the duration of and conditions for ~~the~~ time ~~that~~ the ~~client~~ Member may spend without supervision provided by the ~~licensee~~ Qualified Vendor.

I. The ~~licensee~~ Qualified Vendor shall ~~carry out~~ implement the Habilitation objectives, fulfill agreements, and complete assignments specified in ~~the ISPP~~ a Member's Planning Document.

J. The ~~licensee~~ Qualified Vendor shall provide ~~monthly~~ reports as prescribed by the Division to ~~the case manager summarizing~~ a Member's Support Coordinator that summarizes the ~~client's~~ Member's progress toward achieving ~~residential habilitation~~

Habilitation objectives and the status of agreements and assignments specified in the ~~ISPP~~ Member's Planning Document.

K. The Qualified Vendor shall notify the Division and obtain approval before a Group Home is relocated.

~~R6-6-806.~~R6-6-807. Health

~~**A.** At least annually and on forms prescribed by the Division, the licensee shall obtain written informed consent of the guardian, if applicable, for the provision of emergency medical care, routine medical care, and special procedures.~~

~~B.~~A. Within 30 ~~calendar days~~ Calendar Days ~~of~~ after a ~~client's initial admission~~ Member initially moves to a ~~community residential setting~~ Group Home, the ~~licensee~~ Qualified Vendor shall obtain documentation of the following information regarding the Member and maintain the documentation at the Group Home in a file specific to the Member:

1. A ~~physical~~ medical examination by a ~~medical practitioner~~ Health Professional;
2. A tuberculosis screening and results;
3. A hepatitis B screening and results;
4. ~~Type of developmental disability~~ Medical diagnoses including the Member's diagnosis for Division eligibility;
5. History of the following:
   - ~~5.~~a. Medication ~~history~~;
   - ~~6.~~b. Immunization ~~history~~;
   - ~~7.~~c. ~~History of significant~~ Significant injuries, illnesses, surgeries, and hospitalizations;

~~8.~~d. ~~History of allergies~~ Allergies;

~~9.~~e. Dental ~~history~~ visits and procedures;

~~10~~.f. ~~Seizure history~~ Seizures;

~~11.~~g. ~~Developmental history~~ Development; and

~~12.~~h. Family medical ~~history~~ conditions.

~~C.~~**B.** ~~The licensee~~ In addition to maintaining the documentation obtained under subsection (A), the Qualified Vendor shall document the Member's current health status by ~~maintain records in the place of residence sufficient to document the current health status of the resident. These records shall include, at a minimum~~ maintaining the following records at the Group Home in a file specific to the Member:

1. The name, address, and telephone numbers of the Member's health care ~~provider~~ providers ~~for each resident~~ and pharmacy;
2. The name and telephone numbers of the Member's health plan and insurance carrier ~~for each resident~~ and the process for authorization of health care ~~for each resident~~;
3. Guardianship status for ~~each resident~~ the Member;
4. The name and telephone number of the ~~responsible party~~ Responsible Person; ~~and the~~
5. The name and telephone number of the person to be contacted in case of an ~~emergency for each resident~~ Emergency involving the Member;

~~5.~~6. ~~Reports~~ A report of at least the prior 12 months of all medical care received related to a Member's ~~of~~ accidents, ~~illness~~ illnesses, and current treatments~~, and follow-up for at least one year for each resident~~;

~~6.~~7. A description of the ~~client's individualized~~ Member's health care and safety needs, including, at a minimum:

a. Allergies;

b. Nutritional needs~~;~~ including specification of any ~~whether a regular or~~ special diet required;

c. Special fluid intake needs;

d. Seizure activity and recommended response;

e. Adaptive equipment, protective devices, and facility adaptations;

f. Required medical monitoring of a Member's health status or medical condition as ordered by a Health Professional;

g. ~~References to the behavior treatment plan~~ Whether health-care related issues are identified in the Member's Behavior Plan or ~~the ISPP if there are health care-related issues contained therein~~ Planning Document;

h. Special instructions for carrying, lifting, positioning, bathing, feeding, or other aspects of personal health care; and

i. Other individualized health care routines~~:~~.

~~7.~~8. The ~~client's~~ Member's medical history~~, which includes updated information on all components identified in subsection (B)~~ including updates of the documentation obtained under subsection (A);

~~8.~~9. ~~Current medication log for each client~~ A list of the Member's current medications and the log of medication administrations required under subsection (E);

~~9.~~10. ~~Current health care consents for each client, including~~ Written documentation, obtained at least annually following minimum content requirement in compliance with R6-6-810, of informed consent from the Responsible Person for each of the following:

a. ~~Consent for the use~~ Use of sedation, mechanical restraint, or protective devices authorized by a Health Professional, in the course of planned medical or dental procedures or ~~for~~ follow-up to planned procedures;

b. ~~Consent for the ongoing~~ Ongoing or recurring use of a protective device in response to a medical condition; and

c. ~~Consent for~~ Receipt of ~~emergency~~ Emergency medical care, routine medical care, and special procedures, if applicable;

~~10.~~11. A copy of ~~"do not resuscitate" orders~~ the Member's Do-Not-Resuscitate order, ~~for each client~~, signed and dated by the ~~responsible person~~ Responsible Person, if ~~such an~~ a Do-Not-Resuscitate order has been ~~effected~~ created.

~~**D.** The licensee shall maintain medical records in their entirety.~~

~~E.~~C. The ~~licensee~~ Qualified Vendor shall maintain documentation of ~~medical~~ health consultations regarding a Member. ~~which include~~ The Qualified Vendor shall ensure the documentation is maintained at the Group Home in a file specific to the Member and shall include~~, at a minimum~~:

1. The date of the ~~medical~~ health consultation;

2. The name and title of the ~~medical professional~~ Health Professional consulted;

3. The purpose of the health consultation;

4. A description of the service or treatment provided; and

5. Instructions for follow-up, if applicable.

D. The Qualified Vendor shall maintain the records required under subsections (A) through (C) and as required in the records' entirety for as long as the Member resides in the Group Home and as required by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1230) and other state and federal laws. If the Member is moved to another Community Residential Setting, the Qualified Vendor shall provide copies of the records with the Member. The Qualified Vendor may, to the extent practicable, maintain the records electronically. The Qualified Vendor shall make the records available to the Division upon request.

~~**F.**~~**E.** ~~For medications administered by or under the supervision of the direct care staff, the licensee~~ The Qualified Vendor shall ensure ~~that~~ any prescription or nonprescription ~~medications are~~ medication is administered:

1. To a ~~client~~ Member only with the written or verbal ~~orders~~ order of a ~~medical practitioner~~ Health Professional; and

2. Only to the ~~person~~ Member for whom ~~it~~ the medication is prescribed or indicated.

~~**G.**~~**F.** The ~~licensee~~ Qualified Vendor shall maintain a log of all prescribed ~~and nonprescribed~~ medications administered to a ~~client~~ Member by or under the supervision of ~~direct care staff~~ Direct-care Workers. The Qualified Vendor shall ensure the medication log ~~shall contain, at a minimum~~ contains:

1. The name of the ~~client~~ Member who received the medication;

2. The name of the medication;

3. The medication dosage;

4. The date and time of administration;

5. The route of administration;

6. Special instructions for administration of the medication;

7. If a PRN medication is administered, documentation of the effectiveness or ineffectiveness of the medication;

8. Name of the Health Professional who issued the medication order; and

~~7.~~9. Signature and initials of the ~~direct care staff~~ Direct-care Worker who administered or supervised ~~the~~ administration of the medication.

~~H.~~G. The ~~licensee~~ Qualified Vendor shall maintain~~, in a location which is readily accessible to direct care staff who are responsible for medication administration,~~ resource information regarding all medications ~~prescribed for clients~~ administered to Members living in the ~~setting~~ Group Home. The Qualified Vendor shall maintain the resource information in a location that is readily accessible to Direct-care Workers responsible for administering medication and shall ~~include~~ ensure the resource information includes~~, at a minimum~~:

1. Name of the medication;

2. Common side effects and adverse reactions;

3. Indications for use;

4. Medication interactions; and

5. Recommended monitoring.

~~I.~~**H.** The ~~licensee~~ Qualified Vendor shall store medications ~~in the following manner~~ for a Member as follows:

1. Separate from the medications stored for other Members;

~~1.~~2. ~~Under~~ In a sanitary ~~conditions~~ manner;

~~2.~~3. Consistent with the requirements specified on the label ~~instructions~~ of the medication;

~~3.~~4. In ~~containers with legible and accurate labels which specify~~ a container that is accurately labeled with the name of the ~~client for~~ Member to whom the medication is ~~prescribed~~ to be administered and the current dosage; and

~~4.~~5. In locked storage, unless otherwise specified in the ~~client's ISPP~~ Member's Planning Document.

~~J.~~**I.** The ~~licensee~~ Qualified Vendor shall ~~remove or~~ dispose of ~~medications which are~~ a medication that is expired or ~~for which the prescription has been discontinued~~ no longer prescribed for the Member specified on the medication label.

~~K.~~**J.** When a medication error or adverse reaction ~~is detected~~ occurs, the ~~licensee~~ Qualified Vendor shall ensure ~~that staff~~:

1. ~~Immediately consult medical personnel,~~ A Health Professional is consulted immediately;

2. ~~Notify appropriate persons,~~ Appropriate persons, including the Responsible Person and Member's Support Coordinator, are notified; and

3. ~~Document the~~ The medication error or adverse reaction and action taken in response to the medication error or adverse reaction are documented in the records required under subsection (B) ~~and the action taken in response~~.

~~L.~~**K.** The ~~licensee~~ Qualified Vendor shall:

1. Regularly monitor ~~on an ongoing basis the~~ a Member's condition for which ~~any medications have been~~ a medication is prescribed; ~~and the~~

2. Regularly monitor the Member's response to ~~the medications, in accordance with any recommendations of the medical practitioner.~~ a prescribed medication; ~~The licensee shall report~~

3. Report the ~~client's~~ Member's response to the ~~medical practitioner based on the monitoring.~~ medication to the Health Professional who ordered the medication; and

4. ~~The licensee shall document any~~ Document a medication change made by the ~~medical practitioner and share results with agency staff~~ Health Professional as required under subsection (F) and make the documentation available to the Division as required under subsection (D).

~~M.~~**L.** When a Health Professional prescribes a medication for a Member ~~is prescribed~~ for the purpose of behavior modification, the ~~licensee~~ Qualified Vendor shall:

1. Document each time the Member exhibits the behavior for which the medication is prescribed including the intensity of each occurrence;

2. ~~Monitor~~ Regularly monitor the ~~client's~~ the Member's response to the medication ~~on an ongoing basis~~ consistent with the ~~client's~~ Member's needs and ~~the~~ recommendations of the ~~ISPP team~~ Member's Planning Team;

3. Document the ~~client's response to the medication, including the frequency and intensity of target behaviors and the~~ occurrence of side effects to the prescribed medication;

4. Report ~~to the client's physician regarding~~ the ~~client's~~ Member's response to the medication, including side effects, to the Health Professional who prescribed the medication; and

5. Document ~~the results of any~~ a medication change made by the ~~physician~~ Health Professional, as required under subsection (F), and ~~share that information with direct care staff~~ ensure Direct-care Workers are informed of the medication change.

~~N.~~**M.** Except for treatment of medical emergencies and in compliance with Article 9 of this Chapter, the ~~licensee~~ Qualified Vendor shall obtain written informed consent from the ~~responsible person~~ Responsible Person and authorization by a ~~medical practitioner~~ Health Professional for the use of sedation, mechanical restraint, or protective devices in the course of planned medical or dental procedures or in the course of follow-up to such procedures. ~~The licensee shall not use physical restraints, including mechanical restraints, as a negative consequence to a behavior, for the convenience of the licensee, or in lieu of a behavior management plan.~~

~~O.~~**N.** The ~~licensee~~ Qualified Vendor shall ensure ~~that~~ the following conditions are met ~~prior to ongoing or recurring use of~~ before a protective device is used in response to a Member's medical condition:

1. Authorization for use of the protective device is obtained from a ~~medical practitioner~~ Health Professional who has direct knowledge of the Member's medical condition;
2. Written informed consent is obtained from the ~~responsible person~~ Responsible Person; ~~and~~
3. The plan for use of the protective device is ~~reviewed~~ assessed by the ~~ISPP team~~ Member's Planning Team ~~and reassessed~~ at least annually~~.~~; and
4. A plan of care, assessment, and maintenance for the device is established.

~~P.~~**O.** The ~~licensee~~ Qualified Vendor shall ensure that individualized health care instructions for the ~~client~~ Member are followed.

~~Q.~~**P.** The ~~licensee~~ Qualified Vendor shall plan ~~for~~ and ~~prepare~~ ~~nutritional~~ provide nutritious meals in accordance with the ~~client's~~ Member's health needs and consistent with the ~~client's~~ Member's preferences. If the ~~client~~ Member is responsible for planning and preparing meals, the ~~licensee~~ Qualified Vendor shall assist, monitor, and educate the ~~person~~ Member regarding preparation of nutritionally adequate meals.

~~R.~~**Q.** ~~The licensee~~ Except as specified in a Member's Planning Document, the Qualified Vendor shall keep insecticides, poisonous materials, corrosives, and other hazardous substances in locked storage~~, unless otherwise specified in the client's ISPP~~, and ~~in areas~~

away from areas used for food storage or preparation ~~and areas where medications are stored or administered~~ or medication storage or administration.

~~S.~~R. The ~~licensee~~ Qualified Vendor shall ensure that bodies of water, including swimming pools, are fenced. Except as specifically allowed by a Member's Planning Document, the Member shall not have ~~Unsupervised~~ unsupervised access to ~~bodies~~ a body of water ~~by the client is prohibited unless specifically allowed by the client's ISPP~~. ~~The ISPP~~ A Member's Planning Document ~~cannot~~ shall not supersede ~~any~~ a local ordinance or state law ~~pertaining to the~~ regarding safety of bodies of water ~~or swimming pools~~.

~~R6-6-807.~~R6-6-808. Records

A. In addition to health ~~care~~ records ~~as~~ required ~~by~~ under ~~R6-6-806~~ R6-6-807, the ~~licensee~~ Qualified Vendor shall maintain the following programmatic records at the Group Home in which the ~~client's place of residence~~ Member resides and in a file specific to the Member:

1. A copy of the ~~client's most~~ Member's current ~~annual ISPP~~ Planning Document. The Qualified Vendor shall place the current Planning Document ~~which is placed into the records~~ in the Member's file within 15 ~~calendar~~ ~~days~~ ~~of receipt by the licensee~~ Calendar Days after receiving the Planning Document;
2. The teaching ~~plan~~ ~~or~~ strategy for each Habilitation objective that is specified in the ~~client's ISPP~~ Member's Planning Document and to be achieved at the Group Home;
3. A copy of ~~monthly~~ progress reports required under R6-6-806(J) for the ~~client, as~~ Member and submitted to the ~~case manager~~ Member's Support Coordinator;

4. Documentation of ~~incidents~~ any Incidents involving the ~~client~~ Member;

5. ~~Behavior treatment plan~~ The Member's Behavior Plan, if applicable;

6. All required consents, including~~,~~ as applicable, consent for use of behavior-modifying medications and ~~consent~~ for release of ~~personally identifiable information~~ Personally Identifiable Information, unless these consents are maintained in ~~the main provider record~~ a central file at the Group Home; and

7. Reference to the location of other ~~pertinent~~ records regarding the Member.

B. The ~~licensee~~ Qualified Vendor shall ensure ~~that documents and entries~~ an entry made ~~by agency personnel identify~~ on a document identifies the ~~person~~ individual making the entry and ~~that all are~~ is:

1. Legible;

2. Typed or written in ink;

3. Dated; and

4. Properly corrected, as necessary.

~~R6-6-808.~~R6-6-809. Staff Qualifications, Training, and Responsibilities

A. The ~~licensee~~ Qualified Vendor shall, in compliance with Article 15 of this Chapter, maintain ~~documentation of the following for~~ in a file specific for each Direct-care Worker, evidence that each ~~direct care staff~~ Direct-care Worker is qualified as follows:

1. ~~Age~~ Is at least 18 years ~~or older~~ old;

2. ~~References from~~ Is recommended for the position by persons other than family members;

3. ~~Knowledge~~ Has knowledge, skills, and experience sufficient to carry out the requirements of the position;

4. ~~Fingerprinting,~~ Has a current level 1 fingerprint clearance card~~, and a statement by the direct care staff regarding criminal record~~ or is fingerprinted and a criminal history record has been obtained before working with Members; ~~and~~

5. Provides on forms obtained from the Division a statement regarding:

   a. Any misdemeanor or felony convictions in the Direct-care Worker's criminal history record; or

   b. Whether the Direct-care Worker has been charged with a misdemeanor involving conduct that may affect Member safety or a felony since the Direct-care Worker was issued a fingerprint clearance card.

~~5.~~6. ~~Current~~ Has current licenses, certifications, or registrations required for the position ~~or required by Arizona statute~~.

B. The ~~licensee~~ Qualified Vendor shall maintain ~~documentation of the fingerprinting, fingerprint clearance for a license renewal, and employee's statement regarding criminal record for each person required to be fingerprinted according to this Article~~ the evidence required under subsection (A) for each Direct-care Worker for two years after the Direct-care Worker terminates employment with the Qualified Vendor.

C. ~~The licensee~~ In the file maintained under subsection (A), the Qualified Vendor shall maintain documentation ~~of successful completion of~~ that the Direct-care Worker successfully completed required training ~~by each direct care staff~~.

D. The ~~licensee~~ Qualified Vendor shall ~~have~~ develop or obtain and implement a written training curriculum in compliance with Article 15 of this Chapter ~~which~~ that lists required training topics and ~~which includes~~ provides the following for each topic~~, at a minimum~~:

1. Course outline,
2. ~~Timeliness~~ Time for completion, and
3. Criteria for successful completion.

E. ~~When a community residential service is delivered, and unless a client is utilizing ISPP-authorized unsupervised time,~~ The Qualified Vendor shall ensure a ~~direct care staff shall be present~~ Direct-care Worker who has completed the following required training~~, at a minimum~~ is providing support to the Member in the Group Home or community:

1. Orientation to the specific needs of ~~clients~~ the Member ~~living in the community residential setting~~, including ~~their ISPPs~~ the Member's Planning Document and individualized health and safety needs;
2. Cardiopulmonary resuscitation (CPR), provided by a certified instructor;
3. First aid, provided by a certified instructor;
4. ~~Agency health~~ Health and safety policies and procedures ~~as~~ required ~~by this Article~~ under R6-6-809 including~~, at a minimum~~:
    a. ~~Client behaviors~~ Positive behavioral support;
    b. Incidents;
    c. ~~Neglect and abuse~~ Preventing Abuse, Neglect, and Exploitation;
    d. ~~Medications~~ Medication administration;

e. ~~Detection of~~ Detecting signs of injury, illness, infectious diseases, and changes in health status;

f. ~~Response~~ Responding to non-~~emergency~~ Emergency conditions requiring prompt medical attention; and

g. ~~Procedures to be followed in~~ Responding to medical emergencies and ~~in~~ rendering ~~emergency~~ Emergency medical care.

5. Safety procedures, including ~~the agency~~ a plan for meeting potential emergencies and disasters~~, as required by R6-6-713~~;

6. ~~Provisions of R6-6-902 related to prohibited practices~~ Prohibited practices detailed in Article 9 of this Chapter;

7. ~~Client intervention techniques~~ Behavioral intervention techniques, if relevant to the needs of ~~clients~~ the Member ~~in the community residential setting~~, provided by a certified instructor; and

~~8. Medication administration, if relevant to the needs of clients in the community residential setting; and~~

~~9.~~8. ~~Seizures~~ Seizure management, if relevant to the needs of ~~clients~~ the Member ~~in the community residential setting~~.

F. ~~Within~~ The Qualified Vendor shall ensure that within 14 ~~calendar days of the date the person begins~~ Calendar Days after beginning employment and prior to providing support to a Member at a ~~community residential setting~~ Group Home, each ~~direct care staff shall complete~~ Direct-care Worker completes an orientation to the specific needs of ~~clients~~

Members living in the ~~community residential setting~~ Group Home, including ~~their~~ the Member's ~~ISPPs~~ Planning Documents and individualized health and safety needs.

G. ~~Within~~ The Qualified Vendor shall ensure that within 90 ~~calendar days of the date that the person begins~~ Calendar Days after beginning employment at ~~the community residential setting~~ a Group Home, each ~~direct care staff shall complete~~ Direct-care Worker completes the following ~~required~~ training:

1. Techniques for meeting the individualized health and safety needs of ~~clients~~ Members living in the ~~community residential setting~~ Group Home;
2. Health and safety, including:
    a. Cardiopulmonary resuscitation (CPR), provided by a certified instructor;
    b. First aid, provided by a certified instructor;
    c. Safety procedures, including ~~the agency~~ a plan for meeting potential emergencies and disasters~~, as required by R6-6-713~~;
    d. Medication administration; and
    e. ~~Seizures.~~ Seizure Management;
3. Mission and values of the Division and the ~~community residential setting~~ Agency operating the Group Home;
4. ~~Agency~~ The policies and procedures required under R6-6-809;
5. Interactions with ~~clients~~ Members, including:
    a. Respect, dignity, and positive interactions with ~~clients~~ Members;
    b. Skill-building techniques;
    c. ~~Prevention of behavioral incidents~~ Positive behavioral supports; and

d. Prohibited practices as specified in Article 9 of this Chapter.

6. ~~ISPP process~~ The process for developing and implementing a Member's Planning Document;

7. Communication with families;

8. ~~Client~~ Member rights as specified in R6-6-804; ~~and~~

9. Confidentiality~~.~~; and

10. Culturally Competent support of Members.

H. ~~Each direct care staff shall also~~ The Qualified Vendor shall ensure Direct-care Workers have training relevant to the ~~staff's~~ Direct-care Worker's assigned responsibilities and ~~as~~ necessary to carry out objectives, agreements, and assignments ~~as~~ specified in the ~~ISPP~~ the Member's Planning Document and to meet the ~~client's~~ Member's individualized health care and safety needs.

I. ~~Each direct dare staff shall~~ The Qualified Vendor shall ensure Direct-care Workers review, at least annually, ~~agency~~ policies and procedures required by this Article~~ and the plan for meeting potential emergencies and disasters, as required by R6-6-713~~.

J. ~~After~~ The Qualified Vendor shall ensure that following the ~~initial 90-day~~ training required under subsection (G), each ~~direct care staff member shall have current~~ Direct-care Worker receives training as prescribed by the Division in the following:

1. Cardiopulmonary resuscitation (CPR), provided by a certified instructor;

2. First aid, provided by a certified instructor; and

3. ~~Client~~ Behavioral intervention techniques, provided by a certified instructor, if relevant to the needs of ~~clients~~ Members in the ~~community residential setting~~ Group Home.

~~R6-6-809.~~R6-6-810. Policies and Procedures

A. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures ~~which address incidents which~~ addressing Incidents that occur in the operation of the ~~setting~~ Group Home. ~~These~~ The Qualified Vendor shall ensure the policies and procedures ~~shall~~ regarding Incidents include~~, at a minimum~~:

1. ~~Definitions~~ Definition of ~~events and circumstances which constitute incidents~~ an event or circumstance that constitutes an Incident;
2. ~~Procedures~~ Procedure for ~~verbally~~ orally reporting and documenting ~~incidents,~~ an Incident. The Qualified Vendor shall ensure this procedure is consistent with the Division's ~~incident~~ Incident-reporting ~~procedures~~ procedure; ~~and~~
3. Procedure for providing a written copy of the complaint and Incident-reporting procedures to every Responsible Person of a Member or prospective Member of the Group Home; and
~~3.~~4. ~~Procedures~~ Procedure for the Qualified Vendor to review ~~of incidents by the licensee~~ an Incident and ~~procedures for the development of~~ develop corrective action to ~~occur in response to incidents~~ address the Incident.

B. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures on behavior ~~management~~ support. The Qualified Vendor shall ensure the policies and procedures regarding behavior management ~~which~~ are consistent with the

requirements of Article 9~~. These policies and procedures shall~~ and include~~, at a minimum~~:

1. ~~Descriptions~~ Description of positive approaches to behavior ~~management~~ support;

2. ~~Procedures~~ Procedure for ~~the documentation of~~ documenting ~~maladaptive behaviors~~ Inappropriate Behaviors not included in the definition of ~~incidents~~ Incident, if applicable;

3. ~~Procedures~~ Procedure for ~~the development of behavior treatment plans~~ developing a Member's Behavior Plan; and

4. ~~Procedures~~ Procedure for the ~~licensee~~ Qualified Vendor to monitor the effectiveness of ~~behavior treatment plans~~ a Member's Behavior Plan.

C. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures for ~~residents for~~ the following aspects of Member care:

1. ~~The following health-related~~ Health-related issues:

   a. ~~Detection of~~ Detecting signs of injury, illness, and changes in health status;

   b. ~~Detection of~~ Detecting infectious diseases and ~~notification to~~ providing notice to the Division and other appropriate persons;

   c. ~~Response~~ Responding to non-~~emergency~~ Emergency conditions requiring prompt medical attention; and

   d. ~~Procedures to be followed in~~ Responding to medical emergencies and ~~in~~ rendering ~~emergency~~ Emergency medical care.

2. Medications, including ~~nonprescription~~ prescription medications, PRN medications, supplements, and treatments as ordered by a Health Care Professional ~~used by residents which shall include, at a minimum~~:

a. The training to administer medications~~;~~

b. ~~The specific~~ Specific, step-by-step procedures ~~staff~~ Direct-care Workers are to use ~~in the administration of~~ when administering medications~~. These procedures shall include~~, including:

i. ~~Prevention of~~ Preventing contamination;

ii. ~~Instructions for handling various~~ Administering ~~types of~~ medication~~;~~ by different routes including oral, topical, ~~or~~ and rectal;

iii. ~~Instructions for verifying that~~ Verifying the right medication is given to the right ~~person~~ Member, at the right time, in the proper dosage, ~~and via~~ by the proper route; and

iv. ~~Instructions for documenting the~~ Documenting administration of medication on a log or chart.

~~c.~~b. ~~Procedures for recording~~ Recording and reporting medication errors~~; and reactions for residents~~

c. Recording and reporting a Member's reaction to a medication;

d. ~~Procedures for the agency~~ Assisting in the review of a medication error and identifying corrective action to ~~occur in response to~~ prevent additional medication errors;

e. ~~Procedures for having~~ Having ~~prescriptions~~ a prescription order filled and ~~maintenance of~~ maintaining an adequate supply of medications;

f. ~~Procedure for the safe disposal~~ Disposing of expired or discontinued medications safely;

g. ~~Procedures for the storage~~ Storing and tracking the inventory of medications;

h. ~~Provision for self-administration of medications by a~~ A ~~client~~ Member~~;~~ ~~with the~~ to self-administer a medication, including:

i. ~~written~~ Written approval of the ~~ISPP team~~ Member's Planning Team, if applicable~~;~~;

ii. ~~including criteria~~ Criteria for self-administration; and ~~requirements for documentation of administration~~

iii. Requirement to document the Member's self-administration of a medication; and

i. ~~Procedures for authenticating~~ Authenticating, within 72 hours, a ~~medical practitioner's~~ verbal ~~orders for~~ medication order from a Health Professional.

D. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures ~~which~~ that address ~~alleged neglect and abuse of residents~~ Abuse, Neglect, and Exploitation of Members~~. These policies and procedures shall include, at a minimum,~~ including:

1. Definitions and prohibitions in accordance with A.R.S. § 36-569;

2. ~~Detection of neglect and abuse~~ Detecting Abuse, Neglect, and Exploitation, including ~~cases occurring~~ alleged instances that occur outside the ~~agency~~ Group Home;

3. ~~Immediate intervention~~ Intervening immediately to prevent further ~~neglect~~ Abuse, Neglect, and ~~abuse~~ Exploitation;

4. Reporting ~~in accordance with~~ as required under A.R.S. §§ 13-3620 and 46-454 and ~~R6-6-1601 et seq.~~ Article 16;

5. ~~Investigation of~~ Investigating alleged ~~neglect~~ Abuse, Neglect, and ~~abuse~~ Exploitation; and

6. ~~Community residential setting review~~ Assisting to review instances of Abuse, Neglect, or Exploitation and develop corrective action to ~~occur in response~~ mitigate the instances and prevent future instances.

E. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures ~~which~~ that address smoking in the ~~community residential setting and which~~ Group Home. The Qualified Vendor shall ensure the policies and procedures take into account the rights of all ~~residents living~~ Members residing in the ~~setting~~ Group Home.

F. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures ~~which~~ that address ~~the~~ storage and use of alcoholic beverages in the ~~community residential setting and which~~ Group Home. The Qualified Vendor shall ensure the policies and procedures take into account the rights of all ~~residents living~~ Members residing in the ~~setting~~ Group Home.

G. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures regarding ~~the internal~~ communication among ~~agency personnel~~ employees of the Qualified Vendor ~~of~~ about events affecting ~~clients~~ Members ~~living~~ residing in the ~~community residential setting~~ Group Home.

H. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures regarding ~~the~~ communication ~~to responsible persons of~~ with the Responsible Person about significant events affecting ~~clients living~~ the Member residing in the ~~community residential setting~~ Group Home.

I. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures ~~which~~ that address safeguarding, accounting for, maintaining a continuous and up to date inventory, and replacing ~~client~~ Member property and funds.

J. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures ~~which~~ that ensure adequate ~~staffing~~ Direct-care Workers are always available to meet the needs of the Members, ~~consistent with rules related to staff training as specified in R6-6-808 and staff-to-client ratios as specified in R6-6-803~~. The Qualified Vendor shall ensure the policies and procedures ~~shall~~ address~~, at a minimum,~~ planned and unexpected absenteeism, emergencies, and community activities requiring additional Direct-care Workers.

K. ~~The licensee shall submit all new or modified policies and procedures required by this Article to the Division for approval.~~ The Qualified Vendor shall develop and implement written policies and procedures regarding use of an Electronic Monitoring Device if the Qualified Vendor has installed and uses an Electronic Monitoring Device at the Group

Home. The Qualified Vendor shall ensure the policies and procedures are consistent with the standards specified in Article 14 of this Chapter.

~~**L.** The licensee shall incorporate into policies and procedures any revisions required by the Division.~~

~~M.~~L. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures ~~which~~ that address the role of ~~the community residential setting in the ISPP process, consistent with the requirements of this Article~~ Direct-care Workers at the Group Home in providing input for developing a Member's Planning Document.

~~N.~~M. The ~~licensee~~ Qualified Vendor shall develop and implement written policies and procedures for ~~the maintenance~~ maintaining and ~~use of all~~ using the Member's ~~personally identifiable client information~~ Personally Identifiable Information. ~~These~~ The Qualified Vendor shall ensure the policies and procedures ~~shall~~:

1. ~~be~~ Are consistent with A.R.S. § 36-568.01 and 45 CFR Part 160 and 164; ~~and~~
2. ~~address~~ Address ~~storage, disclosure, retention~~ storing, disclosing, and ~~destruction of this~~ destroying the Member's Personally Identifiable Information ~~information~~; and
3. Specify actions to be taken ~~in the event of violations of~~ if an employee of the Qualified Vendor violates these policies and procedures ~~by agency personnel~~.

N. Consistent with the terms of the agreement between the Qualified Vendor and the Division, the Qualified Vendor shall:

1. Review the policies and procedures annually and make needed revisions; and

2. Train Direct-care Workers on policies and procedures and any revisions made to policies and procedures.

~~R6-6-810.~~R6-6-811. Consent for Release of Personally Identifiable Information

~~**A.** When consent for the release of personally identifiable information is required pursuant to u A.R.S. § 36-568.01 for a client residing in a community residential setting, the licensee shall obtain consent from the responsible person. The consent shall:~~

~~1. Be signed and dated;~~

~~2. Specify the purposes for the release.~~

~~**B.** Notwithstanding the provisions of R6-6-105(B) and (C), the consent for a person residing in a community residential setting is valid for a period of one year from date of signature or up to the date specified in the consent, whichever is less.~~

A Qualified Vendor shall ensure that the release of Personally Identifiable Information for Members complies with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1230) and any other federal and state laws and regulations.

~~R6-6-811.~~R6-6-812. Exemption

A ~~licensee~~ Qualified Vendor may submit to the Division a written request for an exemption ~~of~~ from a rule provision contained in this Article. The Division shall grant the request for an exemption if the Division determines: ~~shall demonstrate that the intent of the rule will be met by alternate means and that the exemption will not endanger the lives or health of clients or staff.~~

1. The Qualified Vendor demonstrates the ability to meet the intent of the rule provision by an alternative means; and

2. Use of the alternative means will not endanger the life or health of a Member.

ARTICLE 12. COST OF CARE PORTION

R6-6-1201. ~~**Cost of Care Portion for Services**~~**Definitions and Location of Definitions;**

A. Location of definitions. The following definitions applicable to this Article are found in the following Section or Citation:

"Administrative Review"	R6-6-101
"Business Day"	R6-6-1201(B)
"Calendar Day"	R6-6-1201(B)
"Cost of Care Portion"	R6-6-101
"Cost of Care Portion Table"	R6-6-1201(B)
"DDD/ALTCS Member"	R6-6-1201(B)
"DDD/Non-ALTCS Member"	R6-6-1201(B)
"Division"	A.R.S. § 36-551
"Member"	R6-6-1201(B)
"Residential Service"	R6-6-101
"Responsible Person"	A.R.S. § 36-551
"Services"	R6-6-101
"Service Provider"	A.R.S. § 36-551

B. The following definitions apply to this Article:

1. "Business Day" means 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays listed in A.R.S. § 1-301.

2. "Calendar Day" means a series of consecutive days regardless of weekends or holidays.

3. "Cost of Care Portion Table" means a data set maintained by the Division, based on the Federal Poverty Guidelines, and updated to correspond with changes in the Federal Poverty Guidelines that delineates the Cost of Care Portion.

4. "DDD/ALTCS Member" means an individual with developmental disabilities who meets the eligibility criteria of both the Division and the Arizona Long-term Care System.

5. "DDD/Non-ALTCS Member" means an individual who meets the eligibility criteria of the Division but does not meet the eligibility criteria of the Arizona Long-term Care System.

5. "Member" has the same meaning as "Client" as prescribed in A.R.S. § 36-551.

~~R6-6-1201.~~ R6-6-1202 Cost of Care Portion for Services

A. This Article prescribes the ~~cost of care contribution requirements~~ Cost of Care Portion for ~~clients~~ Members, parents of minor ~~clients~~ Members, and trusts, estates, and annuities of which the ~~client~~ Member is a beneficiary. This Article applies to:

1. ~~Non-ALTCS clients~~ DDD/Non-ALTCS Members receiving any ~~services~~ Services; and

2. ~~ALTCS clients~~ DDD/ALTCS Members receiving ~~residential services~~ Residential Services from the Division.

B. The Division ~~may include all services provided in calculating the cost of care~~ shall calculate the Cost of Care Portion for a ~~non-ALTCS client~~ DDD/Non-ALTCS Member by including all Services provided to the Member.

C. The Division shall:

1. Maintain a Cost of Care Portion Table on the Divisions website; and
2. Update the Cost of Care Portion Table when changes are made to the Federal Poverty Guidelines.

~~R6-6-1202.~~ R6-6-1203. ~~Determination of~~ Determining the Cost of Care Portion for Services

A. The Cost of Care Portion Table ~~(Appendix A)~~ shall ~~shows~~ show the percentage of ~~the cost of services~~ monthly family income ~~that~~ a ~~client~~ Member is responsible for paying for Services received to a maximum of the actual cost of Services received.

B. The Cost of Care Portion Table ~~(Appendix A)~~ shall also ~~shows~~ show the percentage of ~~the cost of services~~ monthly family income ~~that~~ the parent of a minor ~~client~~ Member is responsible for paying for Services received by the minor Member to a maximum of the actual cost of Services received by the minor Member.

1. If the parents of a ~~client~~ minor Member are not married to each other, the Division ~~determines~~ shall base the ~~cost of care portion based~~ Cost of Care Portion on the custodial parent's monthly income.

2. If the parent of a minor Member is married to an individual who is not legally responsible for the ~~client~~ Member, the Division ~~determines the parent's cost of care portion using~~ shall base the Cost of Care Portion only on the ~~community income, plus any sole and separate~~ income of the legally responsible parent.
3. If a parent has more than one minor ~~client~~ Member receiving ~~services~~ Services from the Division, the Division shall ensure the parent's ~~cost of care portion shall~~ Cost of Care Portion does not exceed the maximum amount the parent would be required to pay for the minor ~~client~~ Member receiving the most expensive ~~services~~ Services.

~~R6-6-1203.~~ R6-6-1204. ~~Determination of~~ Determining the Cost of Care Portion for Services for a ~~Client~~ Member who is the Beneficiary of an Estate, Trust, or Annuity

A. For a ~~client~~ Member who is the beneficiary of an estate, trust, or annuity, the ~~cost of care~~ Cost of Care Portion for ~~services~~ Services is the actual cost of all ~~services~~ Services ~~and programs~~ provided by the Division until the ~~client~~ Member meets the financial eligibility requirements for either the federal ~~social security supplemental income benefits~~ Supplemental Security Income program or ~~the financial eligibility requirements for~~ the Arizona Long-term Care System.

B. The ~~responsible party~~ Responsible Person shall pay the ~~client's cost of care~~ Member's Cost of Care Portion with funds from the estate, trust, or annuity.

C. When ~~billing a trust, the Division is not limited to the trust income, but shall also bill the trust corpus~~ a Member's Cost of Care Portion is to be paid by a trust, the Responsible Person shall use both trust income and corpus to pay the amount billed.

~~R6-6-1204.~~ R6-6-1205. Provisions for Cost of Care Portion from Members Receiving Residential Services

A. The ~~cost of care portion~~ Cost of Care Portion for a ~~client~~ Member receiving ~~residential services~~ Residential Services is based on the amount of income or benefits the ~~client~~ Member receives~~,~~ including Social Security, Veteran's, and Railroad Retirement benefits.

B. ~~The~~ As required under A.R.S. § 36-562(M), the Division shall allow a ~~client~~ Member ~~shall~~ to keep either ~~12%~~ 30 percent or ~~$50~~ $50.00 of the ~~client's~~ Member's monthly income or federal benefits, whichever is greater, until the ~~client's~~ Member's personal savings reach the maximum amount ~~allowed by~~ the federal agency providing the benefits~~,~~ allows before the Member becomes ineligible for the federal benefits ~~are cut off~~.

C. When a ~~client~~ Member reaches the maximum allowable limit of personal savings as described in subsection ~~(A)~~ (B), the ~~client's~~ Member's monthly ~~cost of care portion~~ Cost of Care Portion is the actual cost of ~~residential services~~ Residential Services until the ~~client's~~ Member's personal savings ~~drop below~~ is less than the maximum ~~allowable limit~~ amount allowed before the Member becomes ineligible for the federal benefits.

D. If a ~~client~~ Member receives a retroactive federal benefit payment, the ~~client~~ Division shall allow the Member ~~shall~~ to ~~retain the greater of~~ keep either ~~12%~~ 30 percent of ~~the total amount of~~ the retroactive ~~payments~~ benefit payment or the maximum amount allowed ~~by the benefit source~~ before the Member becomes ineligible for the federal benefits~~, are cut off~~ whichever is greater. The ~~client~~ Member shall pay the rest of the retroactive federal benefit ~~payments~~ payment~~, up to the actual cost of the Member's residential services,~~ to the Division to cover the ~~months of placement in residential services~~ cost of Residential

Services received ~~for which the benefits are being paid~~ to a maximum of the actual cost of the Residential Services received.

E. If a ~~client~~ Member receiving ~~residential services~~ Residential Services uses the ~~client's~~ Member's ~~own~~ income to pay either all or part of the cost of rent, food, or utilities, the Division shall reduce the ~~cost of care~~ Cost of Care Portion for the ~~client~~ Member by the documented amount the ~~client~~ Member pays for these items.

F. For the purposes of this rule, "Member" has the same meaning as "Client" prescribed in A.R.S. § 36-551.

G. The Cost of Care Portion Table is available via the U.S. Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation website at https://aspe.hhs.gov/poverty-guidelines and is updated annually. To determine the amount to pay:

1. Find family size, including any children outside the home who are receiving Division services.
2. Locate the family's income in the appropriate column under Monthly Family Income (round to the nearest whole dollar).
3. Move down the correct Family Size column to the cell that contains the range corresponding to the Monthly Family Income.
4. From that cell, move to the far left to the Percent to Pay of Services Received column.
5. The percent in the Percent to Pay of Services Received column is the percent a Member is required to pay monthly for the services a Member's family or child

received.

6. The payment amount shall not exceed the cost of services provided.

~~R6-6-1205.~~ R6-6-1206. Billing for the Cost of Care Portion

A. ~~Each year, prior to July 1, the~~ The Division shall send a financial information form to each ~~responsible party~~ Responsible Person before July 1 of each year.

B. The ~~responsible party~~ Responsible Person shall return the financial information form and the documentation required under subsection (D) to the Division within 30 ~~days~~ Calendar Days of the date of the request.

C. The ~~responsible party~~ Responsible Person shall provide the following information on the financial information form:

1. ~~Client~~ Member name;
2. ~~Parent or responsible party~~ Responsible Person name;
3. ~~Parent or responsible party~~ Responsible Person address;
4. Declaration of the Responsible Person's adjusted gross income from the prior year federal tax return;
5. Declaration of the assets of the ~~client's~~ Member's estate, including any amount held in trust or in an annuity for the benefit of the ~~client~~ Member; and
6. Date and signature of the individual ~~filling out~~ completing the form.

D. The ~~responsible party~~ Responsible Person shall ~~provide~~ submit to the Division with the form required under subsection (C) documentation that fully discloses the assets of the ~~client's~~ Member's estate and a copy of the Responsible Person's prior year federal tax return.

E. If the ~~responsible party~~ Responsible Person does not ~~return~~ submit the financial information form required under subsection (C) and the documentation required under subsection (D), the Division shall charge the Responsible Person for ~~100%~~ 100 percent of the cost of care. ~~If a change occurs in financial circumstances or family size during any year, the responsible party shall contact the Division to amend the financial statement.~~

F. The Division shall determine the ~~cost of care portion~~ Cost of Care Portion for a Member based on the cost of care and the financial information submitted by the ~~responsible party~~ Responsible Person.

G. ~~Along with the monthly billing, the~~ When the Division sends the Responsible Person a monthly bill for the Cost of Care Portion, the Division shall ~~provide the responsible party with~~ also send the information used to determine the ~~cost of care~~ Cost of Care Portion for the ~~client~~ Member.

H. If the Responsible Person experiences a change in financial circumstances or family size during the year, the Responsible Person may submit evidence of the change to the Division and request that the Cost of Care Portion be recalculated.

~~H.~~I. If the ~~Division does not receive~~ Responsible Person fails to pay the required ~~cost of care portion~~ Cost of Care Portion for two consecutive months, the ~~Office of Accounts Receivable and Collections~~ Division shall ~~send~~ ensure a delinquent notice is sent to the ~~responsible party~~ Responsible Person. If the ~~responsible party~~ Responsible Person fails to make the overdue payment within 30 ~~days~~ Calendar Days after the date of the delinquent notice, the ~~Office of Accounts Receivable and Collections~~ Division may ~~take~~ authorize further action to collect~~,~~ including requesting a change in the representative payee for

benefits or referring the case to the Office of the Attorney General for consideration of other legal remedies.

I.J. ~~The~~ As authorized under A.R.S. § 36-562, the Division reserves the right to terminate ~~services~~ Services to a ~~client~~ Member for nonpayment.

~~R6-6-1206.~~ R6-6-1207. Review and Appeal

A. If a ~~responsible party~~ Responsible Person wants a review of the Division's decision ~~for~~ regarding the ~~cost of care portion~~ Cost of Care Portion for a Member, the ~~responsible party~~ Responsible Person shall request the review, either orally or in writing, within 10 ~~business days of~~ Business Days after the date on the billing statement sent under R6-6-1205. The Responsible Person shall make the request for review to the Assistant Director or delegate of the Assistant Director; of the Division ~~of Developmental Disabilities~~.

B. A ~~responsible party~~ Responsible Person who contests the ~~cost of care portion~~ Cost of Care Portion assessed according to this Article may request ~~a fiscal administrative review pursuant to R6-6-1801 et seq.~~ an Administrative Review under Article 18. The ~~responsible party~~ Responsible Person may ~~file a formal~~ appeal ~~as described in R6-6-2201 et seq.~~ under Article 22 after exhausting the ~~fiscal administrative review~~ Administrative Review process.

~~**Appendix A. Cost of Care Portion Table**~~

~~**DEPARTMENT OF ECONOMIC SECURITY**~~

~~**DIVISION OF DEVELOPMENTAL DISABILITIES**~~

~~**COST OF CARE PORTION TABLE**~~

Income based on 200% of federal poverty guidelines issued January 23, 2009

PERCENT TO PAY OF SERVICES - RECEIVED	FAMILY SIZE									
	1	2	3	4	5	6	7	8	9	10
	MONTHLY FAMILY INCOME									
0.0%	$0.00 to $1,80 to	$0.00 $2,428 to	$0.00 $3,052 to	$0.00 $3,675 to	$0.00 $4,298 to	$0.00 $4,922 to	$0.00	$0.00 5 to 8	$0.00 to $6,79 to	$0.00 $7,415
15.0%	$1,806 to $2,05 to	$2,429 - $2,768 to	$3,053 $3,479 to	$3,676 $4,190 to	$4,299 $4,900 to	$4,923 $5,611 to	$5,546	$6,169 - 1 to 2	$6,793 to $7,74 to	$7,416 $8,453
20.0%	$2,059 to $2,31 to	$2,769 - $3,108 to	$3,480 $3,906 to	$4,191 $4,704 to	$4,901 $5,502 to	$5,612 $6,300 to	$6,322	$7,033 - 8 to 5	$7,744 to $8,69 to	$8,454 $9,491
25.0%	$2,311 - to $2,56 to	$3,109 - $3,448 to	$3,907 $4,333 to	$4,705 $5,219 to	$5,503 $6,104 to	$6,301 $6,989 to	$7,099	$7,896 - 4 to 9	$8,694 to	$9,492 4 to 29
30.0%	$2,564 to $2,81 to	$3,449 - $3,788 to	$4,334 $4,761 to	$5,220 $5,733 to	$6,105 $6,705 to	$6,990 $7,678 to	$7,875	$8,760 - 0 to 3	$9,645	$10,530 ,595 to

35.0%	$2,817 to $3,06 to	$3,789 - $4,128 to	$4,762 $5,188 to	$5,734 $6,248 to	$6,706 $7,307 to	$7,679 $8,367 to	$8,651	$9,624 - $9,427 to $ to $12,606	$10,596	$11,568
40.0%	$3,070 to $3,32 to	$4,129 - $4,468 to	$5,189 $5,615 to	$6,249 $6,762 to	$7,308 $7,909 to	$8,368 $9,056 to	$9,428	$10,487 - 3 to 0	$11,547	$12,607 ,497 to
45.0%	$3,322 to $3,57 to	$4,469 - $4,808 to	$5,616 $6,042 to	$6,763 $7,277 to	$7,910 $8,511 to	$9,057 $9,745 to	$10,204	$11,351 - $10,979 $13,448 to	$12,498	$13,645
50.0%	$3,575 - to $3,82 to	$4,809 - $5,148 to	$6,043 $6,470 to	$7,278 $7,791 to	$8,512	$9,746 2 to 34 to	$10,980	$12,214 - $11,755 $14,398 to	$13,449	$14,683 -
55.0%	$3,828 to $4,07 to	$5,149 - $5,488 to	$6,471 $6,897 to	$7,792 $8,306 to	$9,113	$10,435 4 to 23 to	$11,756	$13,078 - $12,532 $15,349 to	$14,399	$15,721 -
60.0%	$4,080 to $4,33 to	$5,489 - $5,828 to	$6,898 $7,324 to	$8,307	$9,715	$11,124 0,316 to	$12,533	$13,941 - $13,308 $16,300 to	$15,350	$16,759

65.0%	$4,333 - $4,586	$5,829 - $6,168	$7,325 - $7,751	$8,821 - $9,336	$10,317 - $10,919	$11,813 - $12,502	$13,309 - $14,085	$14,805 - $15,669	$16,301 - $17,252	$17,797 - $18,835
70.0%	$4,586 - $4,838	$6,169 - $6,509	$7,752 - $8,179	$9,336 - $9,850	$10,919 - $11,521	$12,502 - $13,191	$14,085 - $14,862	$15,669 - $16,532	$17,252 - $18,203	$18,835 - $19,873
75.0%	$4,838 - $5,091	$6,509 - $6,849	$8,179 - $8,607	$9,850 - $10,365	$11,521 - $12,122	$13,191 - $13,880	$14,862 - $15,638	$16,532 - $17,396	$18,203 - $19,154	$19,873 - $20,911
80.0%	$5,091 - $5,344	$6,849 - $7,189	$8,607 - $9,034	$10,365 - $10,879	$12,122 - $12,724	$13,880 - $14,569	$15,638 - $16,414	$17,396 - $18,259	$19,154 - $20,104	$20,911 - $21,949
85.0%	$5,344 - $5,597	$7,189 - $7,529	$9,034 - $9,461	$10,879 - $11,394	$12,724 - $13,326	$14,569 - $15,258	$16,414 - $17,191	$18,259 - $19,123	$20,104 - $21,055	$21,949 - $22,988
90.0%	$5,597 - $5,849	$7,529 - $7,868	$9,461 - $9,887	$11,394 - $11,959	$13,326 - $13,927	$15,258 - $15,947	$17,191 - $17,966	$19,123 - $20,072	$21,055 - $22,178	$22,988 - $24,284

95.0%	$5,849 to $6,10 to	$7,869 -	$9,888	$11,908 - $8,208 $12,422 $16,635 to	$13,928	$15,947	$17,967	$19,986 - $18,742 $22,956 to	$22,006	$24,026
100.0%	$6,102 Or greater	$8,209 - Or greate r	$10,316 - Or greater	$12,423 - Or greater	$14,529 Or greater	$16,636 Or greater	$18,743 Or greater	$20,850 - Or greater	$22,957 Or greater	$25,064 Or greater

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PERCENT TO PAY OF SERVICES RECEIVED	FAMILY SIZE									
	11	12	13	14	15	16	17	18	19	20
	MONTHLY FAMILY INCOME									
0.0%	$0.00 to $8,03 to	$0.00 $8,662 to	$0.00 $9,285 to	$0.00	$0.00 $9,908 $11,155 $12,402 $13,648	$0.00	$0.00	$0.00	$0.00	$0.00
15.0%	$8,039	$8,663	$9,286	$9,909	$10,53 3	$11,15 6	$11,77 9	$12,40 3	$13,02 6	$13,64 9

	to $9,16 to				$9,874 - $11,296 - $12,717 - $14,138 - $15,559					
20.0%	$9,165 -	$9,875 -	$10,58 6 -	$11,29 7 -	$12,00 7 to $10,2 $11,885 - $13,481 - $15,076 - $16,672 t	$12,71 8 -	$13,42 8 -	$14,13 9 -	$14,85 0 -	$15,56 0 -
25.0%	$10,29 0 -	$11,08 8 -	$11,88 6 -	$12,68 4 -	$13,48 2 - to $11,4 $13,185 - $14,955 - $16,725 - $18,496 t	$14,27 9 -	$15,07 7 -	$15,87 5 -	$16,67 3 -	$17,47 1 -
30.0%	$11,41 5 -	$12,30 1 -	$13,18 6 -	$14,07 1 -	$14,95 6 - to $12,5 $14,485 - $16,429 - $18,374 - $20,319 t	$15,84 1 -	$16,72 6 -	$17,61 1 -	$18,49 7 -	$19,38 2 -

35.0%	$12,541	$13,513	$14,486	$15,458	$16,430 to $13,6 $15,785 - $17,904 - $20,023 - $22,143 t	$17,403	$18,375	$19,348	$20,320	$21,292
40.0%	$13,666	$14,726	$15,786	$16,845	$17,905 to $14,7 $17,084 - $19,378 - $21,672 - $23,966 t	$18,965	$20,024	$21,084	$22,144	$23,203
45.0%	$14,792	$15,938	$17,085	$18,232	$19,379 to $15,9 $18,384 - $20,853 - $23,321 - $25,790 t	$20,526	$21,673	$22,820	$23,967	$25,114
50.0%	$15,917	$17,151	$18,385	$19,620	$20,854 to $17,0 $19,684 - $22,327 -	$22,088	$23,322	$24,556	$25,791	$27,025

					~~$24,970 - $27,613 t~~					
~~55.0%~~	~~$17,042~~	~~$18,364~~	~~$19,685~~	~~$21,007~~	~~$22,328 to $18,16~~ ~~$20,984 - $23,802 - $26,619 - $29,437 t~~	~~$23,650~~	~~$24,971~~	~~$26,293~~	~~$27,614~~	~~$28,935~~
~~60.0%~~	~~$18,168~~	~~$19,576~~	~~$20,985~~	~~$22,394~~	~~$23,803 to $19,29~~ ~~$22,284 - $25,276 - $28,268 - $31,260 t~~	~~$25,211~~	~~$26,620~~	~~$28,029~~	~~$29,438~~	~~$30,846~~
~~65.0%~~	~~$19,293~~	~~$20,789~~	~~$22,285~~	~~$23,781~~	~~$25,277 2,001 - to ,167 - to ,334 - to~~	~~$26,773~~	~~$28,269~~	~~$29,765~~	~~$31,261 $31,500 - t to $34,66~~	~~$32,757~~
~~70.0%~~	~~$20,418~~	~~$22,002~~	~~$23,585~~	~~$25,168~~	~~$26,751 to $21,5~~ ~~$24,884 - $28,225 -~~	~~$28,335~~	~~$29,918~~	~~$31,501~~	~~$33,085~~	~~$34,668~~

					~~$31,566 - $34,907 t~~					
~~75.0%~~	~~$21,544~~	~~$23,214~~	~~$24,885~~	~~$26,555~~	~~$28,226 to $22,6~~ ~~$26,184 - $29,699 - $33,215 - $36,731 t~~	~~$29,896~~	~~$31,567~~	~~$33,237~~	~~$34,908~~	~~$36,579~~
~~80.0%~~	~~$22,669~~	~~$24,427~~	~~$26,185~~	~~$27,943~~	~~$29,700 to $23,7~~ ~~$27,484 - $31,174 - $34,864 - $38,554 t~~	~~$31,458~~	~~$33,216~~	~~$34,974~~	~~$36,732~~	~~$38,489~~
~~85.0%~~	~~$23,794~~	~~$25,640~~	~~$27,485~~	~~$29,330~~	~~$31,175 to $24,9~~ ~~$28,784 - $32,648 - $36,513 - $40,378 t~~	~~$33,020~~	~~$34,865~~	~~$36,710~~	~~$38,555~~	~~$40,400~~
~~90.0%~~	~~$24,920~~	~~$26,852~~	~~$28,785~~	~~$30,717~~	~~$32,649 to $26,0~~ ~~$30,083 -~~	~~$34,582~~	~~$36,514~~	~~$38,446~~	~~$40,379~~	~~$42,311~~

					$34,123 - $38,162 - $42,201 t					
95.0%	$26,045 -	$28,065	$30,084	$32,104	$34,124 to $27,1 $31,383 - $35,597 - $39,811 - $44,025 t	$36,143	$38,163	$40,182	$42,202	$44,222
100.0%	$27,171 - Or greater	$29,277 - Or greater	$31,384 Or greater	$33,491 - Or greater	$35,598 Or greater	$37,705 - Or greater	$39,812 - Or greater	$41,919 - Or greater	$44,026 - Or greater	$46,132 Or greater

To determine amount to pay:

1. Find family size, include any children out of the home that are receiving Division services.

2. Find Monthly Family Income (round to the nearest whole dollar).

3. Move down the correct family size column to the cell that contains the range corresponding to the monthly family income.

4. From that cell move to the far left to the percent pay column.

5. The percent is the percent you are required to pay monthly for the services your family /

~~child received.~~

~~6. The payment amount is not to exceed the cost of services provided.~~

ARTICLE 13. COORDINATION OF BENEFITS; THIRD-PARTY PAYMENTS

R6-6-1301. Definitions and Location of Definitions

A. Location of definitions. The following definitions applicable to this Article are found in the following Section or Citation:

"Business Day"	R6-6-1301(B)
"Casualty Accident"	R6-6-1301(B)
"DDD/ALTCS Member"	R6-6-1301(B)
"DDD/Non-ALTCS Member"	R6-6-1301(B)
"Division"	A.R.S. § 36-551
"Medicaid"	R6-6-1301(B)
"Member"	R6-6-1301(B)
"Responsible Person"	A.R.S. § 36-551
"Service Provider"	A.R.S. § 36-551
"Third Party"	R6-6-1301(B)
"Tort"	R6-6-1301(B)

B. The following definition apply to this Article:

1. "Business Day" means 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays listed in A.R.S. § 1-301.
2. "Casualty Accident" means an accident in which a person is injured or killed.

3. "DDD/ALTCS Member" means an individual with Developmental Disabilities who meets the eligibility criteria of both the Division and the Arizona Long-term Care System.

4. "DDD/Non-ALTCS Member" means an individual who meets the eligibility criteria of the Division but does not meet the eligibility criteria of the Arizona Long-term Care System.

5. "Medicaid" means the program for medical assistance established under title XIX of the Social Security Act.

6. "Member" has the same meaning as "Client" as prescribed in A.R.S. § 36-551.

7. "Third Party" means a person or group besides the two primarily involved in a situation.

8. "Tort" means an act or omission that gives rise to injury or harm to another and amounts to a civil wrong for which courts impose liability.

~~R6-6-1301~~ R6-6-1302. ~~Information~~ Required ~~at Initial Application and Redetermination~~ Information

~~During~~ At the time of initial application ~~process~~, when there is a change or addition to the Member's coverage, and ~~at~~ each redetermination ~~for~~ of eligibility, the ~~applicant~~ Member or Responsible Person shall provide the Division with information on all health insurance ~~which~~ that covers~~;~~ or is available to cover, the ~~person~~ Member to receive services~~, including, but not limited to,~~ The required information includes the:

1. ~~the name~~ Name of the policyholder~~;~~;

2. ~~the policyholder's~~ Policyholder's relationship to the ~~person~~ Member to receive services~~,~~;

3. ~~social security~~ Policyholder's date of birth ~~number of the policyholder,~~;

4. ~~the name~~ Name, phone number, and address of the insurer~~,~~; and

5. ~~the policy~~ Policy number, ID number, and Group number~~, and extent of insurance coverage~~.

~~R6-6-1302.~~R6-6-1303. Assignment of Rights to Benefits

A. As a condition of eligibility, and as required under A.R.S. § 36-596, ~~each applicant~~ the Member or Responsible Person shall:

1. ~~assign~~ Assign to the Division ~~rights~~ the right to health insurance payments ~~applicable~~ available ~~to~~ for the benefit of the ~~person~~ Member to receive services; and ~~agree~~

2. Agree to cooperate with the Division in obtaining medical support and insurance payments ~~pursuant to A.R.S. § 36-596~~.

B. If the ~~responsible person~~ Responsible Person refuses to assign health insurance ~~benefits~~ payments to the Division, the Division shall deny or terminate eligibility ~~for the client~~ Member.

C. If the ~~policy holder~~ policyholder is someone other than the ~~responsible person~~ Responsible Person and refuses to cooperate with the requirements of this Article, the Division may deny or terminate eligibility for the ~~client~~ Member.

~~R6-6-1303.~~R6-6-1304. ~~Collections~~ Collection of Health Insurance

A. The Service ~~providers~~ Provider shall identify and pursue ~~collections of~~ reimbursement from all probable sources of ~~third-party~~ Third Party liability.

B. The Service ~~providers~~ Provider shall identify and notify the Division of ~~any and all changes~~ a change in health insurance ~~information~~ coverage for ~~clients~~ the Member within in 10 Business Days.

C. The Division is the payor of last resort for services provided to DD/non-ALTCS ~~Division-covered services~~ Members, unless specifically prohibited by law. The Service ~~providers~~ Provider shall submit ~~all~~ claims ~~covered by health insurance to the insurer prior to submitting a claim for payment~~ to the Division only after the potential Third Party payer has adjudicated the claim.

D. When submitting a claim for payment to the Division, ~~service providers~~ the Service Provider shall include a copy of the explanation of benefits from the health insurer. The Division shall not pay for ~~covered~~ services if the ~~client~~ Member has commercial or private insurance coverage ~~which~~ that will pay for the service.

E. If ~~a responsible person~~ the Responsible Person receives an insurance or benefit payment for a service provided through the Division, the Responsible Person shall immediately forward the amount received ~~as payment is immediately due and payable~~ to the Division. ~~If the amount is not paid, the~~ The Division shall terminate eligibility if the Responsible Person fails to comply with this subsection.

~~R6-6-1304.~~R6-6-1305 Monitoring and Compliance

The Division shall monitor ~~third-party~~ Third Party payments made to ~~service providers~~ a Service Provider. The Division shall review documentation of Third Party payments to the Service Provider to determine whether ~~a service provider~~ the Service Provider is in compliance with the requirements ~~set forth~~ in this Article. ~~by inspecting documents to assess.~~ The Division shall assess:

1. Verifiability and reliability;
2. Appropriateness of recovery attempt;
3. Timeliness of billing;
4. Accounting for reimbursements;
5. Auditing of receipts;
6. Provision of claim and explanation of benefits to the Division; and
~~7. Auditing of receipts;~~
~~8.~~7. Other ~~monitoring which~~ factors the Division deems ~~reasonably~~ necessary to ~~ensure~~ monitor compliance.

~~R6-6-1305.~~R6-6-1306. Notification of ~~Liens~~ Third Party Liability

A. The Division shall identify, manage, and recover all Medicaid paid funds when a DDD/ALTCS Member is involved in a Tort or a Casualty Accident or incident as required by 42 CFR 433.135.

~~A.~~B. ~~When~~ If a ~~service provider~~ Service Provider renders a service to a ~~client~~ Member who sustained an injury or other condition for which the Responsible Person asserts a Third Party may be liable, the ~~service provider~~ Service Provider shall ~~notify~~ submit the

following information to the Division ~~with the information listed in R6-6-1305(B) not~~ no later than five ~~days~~ Business Days after rendering ~~such~~ the service; ~~for an injury or condition for which a third party may be liable.~~

~~B.~~ ~~The service provider shall send the Division the following information:~~

1. Name of ~~service provider~~ Service Provider;
2. Address of ~~service provider~~ Service Provider;
3. Name of ~~client~~ Member;
4. ~~Client's~~ Member's ~~social security or~~ Division identification number;
5. ~~Address~~ Name and address of the ~~responsible person~~ Responsible Person;
6. Date of ~~client's~~ Member's injury or accident;
7. Amount due for care of ~~client~~ Member;
8. Name of the county in which ~~injuries were~~ the injury or other condition was sustained; and
9. Names and addresses of all persons, firms, or corporations and the ~~persons', firms', or corporations'~~ insurance carriers of the persons, firms, or corporations ~~which~~ that the ~~responsible person~~ Responsible Person asserts may be liable for damages.

ARTICLE 16. PREVENTING ABUSE, NEGLECT, AND EXPLOITATION

R6-6-1601. Definitions and Location of Definitions

A. ~~For the purposes of this Article~~ Location of definitions. The following definitions applicable to this Article are found in the following Section or Citation:

"Abuse"	R6-6-1601(B)

"Division" or "DDD"	A.R.S. § 36-551
"Exploitation"	R6-6-1601(B)
"Incapacitated Person"	A.R.S. § 14-5101
"Member"	R6-6-1601(B)
"Neglect"	R6-6-1601(B)
"Qualified Vendor"	R6-6-1601(B)
"Responsible Person"	A.R.S. § 36-551
"Retaliation"	R6-6-1601(B)
"Service Provider"	A.R.S. § 36-551
"Vulnerable Individual"	R6-6-1601(B)
"Whistleblower"	R6-6-1601(B)

B. The following definitions apply to this Article:

1. "Abuse" means physically, sexually, mentally, emotionally, verbally, or programmatically harming, or causing injury to an individual either with intent or through Neglect.
2. "Exploitation" means the illegal or improper use of a vulnerable individual or the resources of a vulnerable individual for another's profit or advantage.
3. "Member" has the same meaning as "Client" as prescribed in A.R.S. § 36-551.
4. "Neglect" means failure to provide services necessary to maintain minimum physical or mental health such as food, water, medication, medically needed services, shelter, cooling, heating, or other services necessary.

5. "Qualified Vendor" means a contracted provider of DDD services such as residential, Day Treatment, Home Based Services, Community Based Services, Therapies, Nursing and Work Programs/Employment.

6. "Retaliation" means an adverse action taken against an individual for raising a concern or participating in an investigation about a possible violation or allegation of a potential act of Abuse, Neglect, or Exploitation.

7. "Vulnerable Individual" means a person who is at a higher risk of being Abused, Neglected or Exploited by others due to physical or mental limitations including but not limited to an Incapacitated Person.

8. "Whistleblower" means an individual who reports Abuse, Neglect, or Exploitation of Members to a person in position to rectify the wrongdoing. A Whistleblower is protected under federal law from Retaliation.

R6-6-~~1601.~~1602. Reporting Procedures

A. Any employee of ~~an agency contracting with the Department to provide services (service provider)~~ a Service Provider who must physically defend self or others against a ~~client's~~ Member's aggressive behavior shall use the minimum amount of force necessary to control the situation and shall immediately report the incident to the employee's supervisor or the District Program Manager and record the incident in the daily log or ~~client~~ Member's record.

B. Any employee of a ~~service provider~~ Service Provider who injures a ~~client~~ Member shall immediately report the incident to the employee's supervisor or the District Program Manager and record the incident in the daily log or ~~client~~ Member's incident record.

C. Any employee of a ~~service provider~~ Service Provider who observes ~~abusive treatment, neglect, or exploitation~~ Abuse, Neglect, or Exploitation of a ~~client~~ Member shall intervene on the ~~client's~~ Member's behalf and shall immediately report the incident to the employee's supervisor or the District Program Manager and record the incident in the daily log or ~~client~~ Member's incident record.

D. ~~All cases~~ An employee of a Service Provider shall immediately report all cases of possible ~~abusive treatment, neglect, or exploitation~~ Abuse, Neglect, or Exploitation of a ~~client~~ Member ~~shall be reported immediately by an of a service provider~~ to ~~his~~ the employee's supervisor or the District Program Manager and record the incident in the daily log or ~~client~~ Member's incident record.

E. An employee of a ~~service provide~~r Service Provider shall report to the employee's supervisor or the District Program Manager any situation in which another employee intimidates a ~~client~~ Member, parent, guardian, or fellow employee in connection with or to prevent the reporting of any incident described above.

F. ~~Whenever an employee of a service provider reports to the employee's supervisor an incident as described above, the supervisor shall report the incident immediately to the District Program Manager.~~ Any employee of a Service Provider who believes or suspects Abuse, Neglect, or Exploitation of a Member has occurred shall report the suspected Abuse, Neglect, or Exploitation in accordance with A.R.S. § 13-3602 and A.R.S. § 46-454.

R6-6-1603. Medical Evaluation

A. An employee of a ~~service provider~~ Service Provider shall immediately ~~shall~~ refer any ~~client~~ Member who appears to have been ~~abused, neglected, sexually exploited~~ Abused, Neglected, Exploited, or injured for medical evaluation by nursing staff. If nursing staff is unavailable, ~~the client shall be referred~~ the employee shall immediately refer the Member to a licensed physician.

B. If the nursing staff, during the course of any medical evaluation, notes any injury to a ~~client~~ Member that is not clearly due to an accidental cause, ~~it~~ the nursing staff shall arrange for the ~~client~~ Member to be seen immediately by a licensed physician. The physician shall examine the ~~client~~ Member for signs of ~~neglect and abusive treatment~~ Abuse, Neglect, and Exploitation, and ~~send a written report to the District Program Manager within seven days~~ complete the Incident Report to submit to the Division.

R6-6-~~1602.~~1604. ~~Investigation~~ Qualified Vendor Responsibility: Posting Signage

~~**A.** Upon receipt of an incident report, the District Program Manager shall initiate an investigation of the incident.~~

~~**B.** The supervisor to whom a case of possible abusive treatment, neglect, or exploitation of a minor Member is reported shall refer the matter immediately to the Department of Child Safety for investigation.~~

A Qualified Vendor shall:

1. Post Division-provided signs that illustrates how to identify and report Member Abuse, Neglect, and Exploitation;

2. Ensure the signs posted under subsection (1) are:

a. In both English and Spanish;

b. Clearly visible and in areas accessible to all staff, Members, families, and visitors; and

c. Interpreted or translated into a language requested by a Responsible Person if necessary for the Responsible Person to understand the signs.

3. Ensure at least one of the signs posted under subsection (1) is at the service setting's telephone location and near posted emergency telephone numbers; and

4. Train all staff on the location of signs under subsection (2)(b) and maintain documentation available on request by the Division of the completion of this training.

R6-6-1605. Qualified Vendor Responsibility: Providing Staff Training

A. A Qualified Vendor shall ensure training necessary for staff to acquire and demonstrate competency in skills necessary to prevent Abuse, Neglect, and Exploitation of Vulnerable Individuals is provided. The Qualified Vendor shall ensure training is provided for:

1. Newly hired staff and occurs within 90 days after hiring and in an instructor-led setting;

2. Staff hired before the effective date of this Section and occurs within 180 days after the effective date of this Section and in an instructor-led setting; and

3. All staff and occurs annually and may be instructor-led or computer-based delivery.

B. To provide the training required under subsection (A), a Qualified Vendor may use the curriculum, "Recognizing and Reporting Abuse, Neglect, and Exploitation of Vulnerable Populations," which is available on the Division's training website or an alternative curriculum with the following minimum components:

1. Definition of Abuse, including the elements at A.R.S. § 46-451;
2. Definition of Neglect, including the elements at A.R.S. § 46-451;
3. Definition of Exploitation including social media and photography as sources of Exploitation;
4. Recognizing the physical, behavioral, and environmental signs of Abuse, Neglect, and Exploitation;
5. Common characteristics of individuals who Abuse, Neglect, or Exploit others;
6. Disability, environmental, and cultural factors that increase vulnerability to Abuse, Neglect, or Exploitation and how to decrease the risk from these factors;
7. Defining and modeling personal space boundaries including how to say "no" to unwanted touching;
8. How to maintain professional relationships while providing intimate care;
9. Defining necessary touch and understanding how individuals may give permission for necessary touch;
10. Reasons why Abuse, Neglect, and Exploitation are not reported and the consequences of not reporting;
11. Methods for reporting Abuse, Neglect, or Exploitation to appropriate agencies;

12. Key differences among police, Adult Protective Services (APS), and the Department of Child Safety (DCS); and

13. Whistleblower protections against Retaliation.

C. A Qualified Vendor shall annually test all staff regarding knowledge of:

1. Acts that constitute Abuse, Neglect, or Exploitation;

2. How to recognize whether a Vulnerable Individual has been Abused, Neglected, or Exploited; and

3. Requirements to report suspected instances of Abuse, Neglect, or Exploitation.

D. A Qualified Vendor shall maintain the following records:

1. Records about training.

   a. A copy of the curriculum used for the training;

   b. Date on which the training was provided;

   c. If the training was instructor led, the name and qualifications of the instructor; and

   d. The dated signature of every staff who attended the training.

2. Records about staff.

   a. Staff's name and hire date;

   b. Date of each training received; and

   c. Evidence as defined by the Division the staff acquired the knowledge and competence necessary to prevent Abuse, Neglect, or Exploitation of Members.

E. A Qualified Vendor may, to the extent practicable, maintain the records required under subsection (D) electronically. The Qualified Vendor shall make the records available to the Division on request.

F. A Qualified Vendor shall maintain the records required under subsection (D) for three years or longer if the Qualified Vendor has a reasonable belief the records may be subject to subpoena.

R6-6-1606. Qualified Vendor Responsibility: Providing Member Training

A. A Qualified Vendor shall provide training annually to Members regarding how to identify and prevent Abuse, Neglect, and Exploitation. The Qualified Vendor shall ensure the training is:

1. Conducted using materials available on the Division's training website, and
2. Led by a qualified instructor.

B. A Qualified Vendor may incorporate the training required under subsection (A) into routine service delivery.

C. A Qualified Vendor shall maintain a record of the training provided. To the extent practicable, the record may be maintained electronically. The Qualified Vendor shall ensure the record includes:

1. Member's name,
2. Date of training, and
3. Evidence of Members who received the training.

D. A Qualified Vendor shall make the record maintained under subsection (C) available to the Division on request. The Qualified Vendor shall maintain the record for one year after

the Member ceases to receive services from the Qualified Vendor or longer if the Qualified Vendor has a reasonable belief the record may be subject to subpoena.

ARTICLE 22. APPEALS AND HEARINGS

R6-6-2201. ~~**Right to Appeal**~~ **Definitions and Location of Definitions**

~~**A.** Any party aggrieved by a decision of the Department rendered in an administrative review under Article 18 of this Chapter has the right to appeal under these rules.~~

~~**B.** For the purposes of this Article, "Member" has the same meaning as "Client" prescribed in A.R.S. § 36-551. A DD/ALTCS Member appealing an administrative review decision rendered under Article 18 of this Chapter shall file a request for hearing with the AHCCCS Administration through the Department:~~

~~1. The request shall be in writing and shall be filed within 15 days of the personal delivery or postmark date of the final decision.~~

~~2. The Department shall forward the request directly to the AHCCCS Office of Administrative Legal Services.~~

~~3. The provisions of R6-6-2203 through R6-6-2216 do not apply to DD/ALTCS Members~~.

A. Location of definitions. The following definitions applicable to this Article are found in the following Section or Citation:

"Administrative Review"	R6-6-101
"Appeals Board"	R6-6-101
"Appellant"	R6-6-101
"Day"	R6-6-2201(B)
"De Novo Proceeding"	R6-6-2201(B)

"Department"	R6-6-2201(B)
"Division"	A.R.S.§ 36-551
"Hearing Officer"	R6-6-2201(B)
"Member"	R6-6-2201(B)
"Party"	R6-6-101

B. The following definitions apply to this Article:

1. "Day" means a calendar day unless specified otherwise.
2. "De Novo Proceeding" means a hearing without reference to any legal conclusion or assumption made by any previous Hearing Officer or court.
3. "Department" means the Arizona Department of Economic Security.
4. "Hearing Officer" means any person selected to hear and render a decision in an appeal under Article 22 of this Chapter.
5. "Member" means the same as "Client" prescribed in A.R.S. § 36-551.

R6-6-2202. Right to Appeal; Filing an Appeal

A. A DDD/ALTCS Member appealing an Administrative Review decision rendered under Article 18 of this Chapter shall file a request for hearing with the AHCCCS Administration through the Department:

1. The request shall be in writing and shall be filed within 15 Days of the personal delivery or postmark date of the final decision.
2. The Department shall forward the request directly to the AHCCCS Office of Administrative Legal Services.
3. The provisions of R6-6-2203 through R6-6-2216 do not apply to DDD/ALTCS

Members

B. A Party aggrieved by a decision the Division made in an Administrative Review under Article 18 of this Chapter has the right to appeal the decision using the procedures in this Article. A Party shall not use the procedures in this Article to appeal a decision made by an entity other than the Division.

~~A.~~C. To appeal a decision made by the Division after an Administrative Review, ~~Any party~~ a Party ~~appealing under these rules~~ shall file a written request for hearing with the ~~Department~~ Division. The Party shall ensure the written request for hearing is:

1. Submitted to the Division within 15 ~~days~~ Days after the mailing date of the ~~Department's~~ Division's decision~~.~~ in the Administrative Review;
2. In compliance with the instructions provided by the Division in the Administrative Review decision.

~~B.~~D. ~~A document shall be considered~~ The Division shall consider a request for hearing filed on the date the Division receives the request ~~received~~ as shown by ~~and filed with the Department.~~ a date stamp on the request or other record of receipt. If there is no date stamp or other record of receipt:

1. ~~If~~ The request for hearing is transmitted ~~via~~ using the ~~United States~~ U.S. Postal Service, ~~on the date it is mailed. The mailing date shall be:~~ the request for hearing is received on the date the request for hearing is mailed as shown by the postmark or postage meter mark on the envelope; or

   ~~a. As shown by the postmark; or~~

~~b. As shown by the postage meter mark of the envelope in which it is received if there is no postmark; or~~

~~c. The date entered on the document as the date of its completion, if there is no postmark, or no postage meter mark, or if the mark is illegible.~~

2. ~~On the date it is received by the Department, if transmitted by any means other than the United States Postal Service~~ If the request for hearing is transmitted using a means other than the U.S Postal Service, the request for hearing is received on the date on the written request for hearing.

~~3.~~**~~E.~~** ~~The submission of any document not within the specified statutory or regulatory period shall be considered~~ If the request for hearing is not received timely by the Division as described in subsection (B), the Division shall consider the request timely ~~if it is established to~~ if the sender of the request demonstrates to the Division's ~~the~~ satisfaction ~~of the Department~~ that the delay ~~in submission~~ was due to ~~Department~~ Division error or misinformation~~,~~ or ~~to delay~~ caused by the ~~United States~~ U.S. Postal Service.

~~C.~~**F.** The ~~Department~~ Division shall advise the ~~appellant~~ Appellant of the right to counsel and, if asked, shall assist in completing the request for hearing ~~request~~.

R6-6-2203. Service on Parties

~~Any~~ The Division shall consider a document served on a Party on the date the document is mailed ~~by the Department shall be considered as having been served on the addressee on the date it is mailed~~ to the ~~addressee's~~ Party's last known address. The Division shall presume the date mailed ~~shall be presumed to be~~ is the same as the date ~~of~~ on the document, unless ~~otherwise indicated by~~ the Division determines there are facts indicating otherwise.

R6-6-2204. Time

~~Any reference within this Article to "days" shall mean calendar days unless otherwise specified.~~

In computing any period of time, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last ~~day~~ Day of the period so computed shall be counted, unless ~~it~~ the last Day is a Saturday, ~~a~~ Sunday, or ~~a~~ legal holiday. If the last Day of the period is a Saturday, Sunday, or legal holiday, the period runs to the end of the first Day that is not a Saturday, Sunday, or legal holiday.

R6-6-2205. Representation of Parties

~~The~~ An ~~appellant~~ Appellant may appear for ~~himself~~ the Appellant, ~~or~~ be represented by an attorney, or ~~be assisted~~ be represented by any other person ~~he~~ the Appellant designates if the designated person does not charge for the assistance.

R6-6-2206. Continuation of Services

A. ~~Benefits may be reduced or terminated prior to~~ The Division shall not reduce or terminate an Appellant's benefits before a hearing decision ~~only as provided~~ is made unless a reduction or termination of benefits is authorized by federal statute~~;~~ or regulation~~;~~ or state statute or ~~rules~~ rule.

B. ~~Notice of any change shall be given~~ The Division shall provide notice to the ~~appellant~~ Appellant as soon as possible before making a change in benefits authorized under subsection (A). ~~, including~~

C. The Division shall provide the Appellant with written notice of the change in benefits authorized under subsection (A) at least ~~ten~~ 10 ~~days~~ Days ~~prior to~~ before the change is implemented and specify in the written notice of change the federal statute or regulation

or state statute or rule on which the Division relies for authorization.

R6-6-2207. Scheduling and Notice of Hearing; Parties' Rights

A. ~~Hearings shall be held at those regularly established hearing locations most convenient to the parties or, at the discretion of the hearing officer, by telephone.~~ ~~The parties~~ Within 10 Days after receiving a request for hearing under R6-6-2202, the Department shall ~~be given no less than~~ send written notice of a hearing to all Parties. The Department shall ensure the notice of hearing is provided at least 20 ~~days~~ Days ~~notice of~~ before the scheduled hearing~~, except that the parties may waive the notice period or request a delay~~. By agreement, the Parties to a hearing may waive the 20 Days' notice.

B. The Department shall ensure the notice of hearing ~~shall inform~~ informs the ~~appellant~~ Appellant of the date, time, and place of the hearing, ~~the~~ name of the ~~hearing officer~~ Hearing Officer, ~~the~~ issues involved, and the ~~appellant's~~ Appellant's right to:

1. Present the ~~appellant's~~ Appellant's case:
   a. ~~in~~ In person or, with agreement of the Hearing Officer, by telephone; and
   b. As specified in R6-6-2205, through an attorney or with assistance from a person designated by the Appellant;
2. Copy any documents in the ~~appellant's~~ Appellant's ~~case~~ file and all documents and records to be used by the Department at the hearing at a reasonable time before the hearing;
3. Obtain assistance from the Division in preparing the ~~appellant's~~ Appellant's case;
4. Request a postponement of the hearing, as specified in subsection (C);
5. Request subpoenas for witnesses and evidence as provided in R6-6-2211;

6. Present evidence and cross-examine witnesses;

~~4.~~7. Make inquiry at the Division about availability of free legal resources ~~which could~~ that might provide representation at the hearing; and

~~5.~~8. Request a change of ~~hearing officer~~ Hearing Officer as specified in R6-6-2208.

C. If a ~~party~~ Party contacts the Department ~~promptly after receiving the notice of~~ before a scheduled hearing and requests a postponement for good cause, the ~~hearing officer~~ Hearing Officer shall grant a postponement for a ~~reasonable~~ period the Hearing Officer, in consultation with the Party, determines is reasonable. Good cause exists when the circumstances causing the request are beyond the reasonable control of the requesting ~~party~~ Party and failure to grant the postponement would result in undue hardship to the requesting ~~party~~ Party.

D. All scheduling is the responsibility of the Appellate Services Administration/Long-term Care for ALTCS service provider appeals and the Office of Appeals for all others.

R6-6-2208. Change of Hearing Officer

A. Not less than five ~~days~~ Days before ~~the date set for the~~ a scheduled hearing, any ~~party~~ Party to the hearing may file a written request with the Department for change of ~~hearing officer~~ Hearing Officer. ~~and~~ After receiving a request for change of Hearing Officer, the Department ~~the matter~~ shall immediately ~~be transferred to~~ designate another ~~hearing officer~~ Hearing Officer and send the Parties written notice of the new Hearing Officer.

B. ~~A~~ Before a ~~hearing officer~~ Hearing Officer ~~may be challenged for cause at any time before a decision~~ makes a final decision, ~~becomes final~~ a Party may challenge the Hearing Officer on the grounds that the Hearing Officer is not impartial or disinterested

in the matter. The challenged Hearing Officer may hear and decide the challenge unless the challenging Party specifically requests another Hearing Officer make the determination or the challenged Hearing Officer decides disqualification is warranted.

C. Except ~~for good cause, not more than~~ as specified in subsection (B), a Party shall not request more than one change of ~~hearing officer~~ Hearing Officer ~~shall be granted to any one party~~.

R6-6-2209. Failure ~~of a Party~~ to Appear; Default; Reopening a Proceeding; Withdrawing an Appeal

A. If ~~there is no appearance on behalf of~~ a ~~party~~ Party fails to appear at a scheduled hearing, the ~~hearing officer~~ Hearing Officer shall:

1. Enter a default and issue a decision dismissing the appeal, except as provided in subsection (B);
2. Rule summarily on the available record; or
3. ~~may adjourn~~ Adjourn the hearing to a later date. ~~or may make his decision on the record and on such evidence as may be presented at the scheduled hearing,~~

B. The Hearing Officer shall not enter a default if the Appellant notifies the Department before the time of the scheduled hearing that the Appellant cannot attend the hearing because of good cause and still wants a hearing or to have the matter decided on the available record.

~~B.~~C. ~~If, within~~ A Party that did not appear at a scheduled hearing may file, no more than 15 ~~days~~ Days ~~of the scheduled hearing, a party files~~ after a dismissal is entered under subsection (A), a written request to reopen the proceedings. The Party shall ensure the request to reopen the proceedings ~~and establishes~~ demonstrates good cause for ~~failure~~

failing to appear at the scheduled hearing. ~~, the~~ If the Hearing Officer finds that the Party had good cause for failing to appear, the Hearing Officer shall reopen the proceedings and schedule a new hearing ~~shall be rescheduled~~.

D. Good cause for both failure to appear and failure to notify the Hearing Officer timely means a cause beyond the reasonable control of the Party that failed to appear or provide notice.

E. ~~Notice shall be given of the time, place, and the purpose of any~~ If a hearing is continued, reopened, or rescheduled under this Section, the Department shall provide notice of the time, place, and purpose of the continued, reopened, or rescheduled hearing to all ~~parties~~ Parties. ~~Good cause shall be established upon proof that both the failure to appear and failure to timely notify the hearing officer were beyond reasonable control of the nonappearing party.~~

F. The Department shall dismiss an appeal at any time before the Hearing Officer issues a decision if the Appellant or the Appellant's representative requests to withdraw the appeal by:

1. Verbally expressing the intent to withdraw the appeal. The verbal expression may be made in person or by telephone. The Department may record audio of the withdrawal; or
2. Signing a written statement expressing the intent to withdraw the appeal and submitting the written statement to the Department.

R6-6-2210. Prehearing Summary

A. ~~A~~ The Department, through the Department's counsel, shall prepare a prehearing summary of the facts and ~~grounds for the~~ law regarding the Department's action ~~shall be prepared by the Division and must reach the Department no less than five days before the hearing~~ that is to be addressed at a scheduled hearing.

B. ~~A~~ The Department, through the Department's counsel, shall provide a copy of the prehearing summary ~~shall be provided~~ to both the Hearing Officer and ~~appellant~~ Appellant at the same time ~~that it is provided to the Department~~.

C. The Department, through the Department's counsel, shall ensure the prehearing summary ~~shall be~~ is typewritten. ~~The summary shall~~ and contain:

1. The Appellant's name~~, Social Security number~~, and case name and number, if different;
2. The responsible Division that took the appealed action;
3. A brief summary of ~~circumstances~~ facts supporting the ~~Department's~~ Division's action; and
4. Exact manual references used by the Division ~~in its determination~~ to determine the appealed action was proper.

R6-6-2211. Subpoena of Witnesses and Documents

A. A Party that wishes to have a witness testify at a hearing or to offer a particular document or item in evidence shall attempt to obtain the witness or evidence by voluntary means.

B. If the Party is unable to obtain voluntary attendance of the witness or production of the evidence, the Party may request the Hearing Officer to issue a subpoena for the witness, document, or other evidence.

C. The ~~hearing officer may subpoena any witnesses or documents requested by any party, or upon his own motion.~~ Party seeking a subpoena shall send a written request to the Hearing Officer. The Party shall ensure the written request for subpoena includes:

1. The case name and number;

2. The name of the Party requesting the subpoena;

~~1.~~3. The ~~request shall be in writing and shall state the~~ name and address of the ~~witness~~ individual to be subpoenaed and ~~the nature of his~~ a description of the expected testimony~~.~~;~~ The nature of the witness' testimony must be relevant to the issues of the hearing; otherwise the hearing officer may deny the request.~~

~~2.~~4. A ~~request for subpoena~~ description of any documents or physical evidence to be subpoenaed ~~shall describe the documents in detail and provide the name and address of the custodian of the documents~~ including the title, appearance, and location of the item, if known, and the name and address of the person that possesses the item;~~.~~

5. A statement about the relevance and importance of the requested testimony or other evidence; and

6. A description of the Party's efforts to comply with subsection (A).

~~3.~~**D.** The ~~request for the issuance of~~ Party seeking a subpoena shall ~~be filed a minimum of~~ submit the request for subpoena required under subsection (C) at least three working ~~days~~ Days before the scheduled hearing.

E. The Hearing Officer shall deny the request for subpoena if the Hearing Officer determines the witness's testimony or the physical evidence is not relevant or is duplicative.

~~4.~~**F.** The Department shall prepare and serve ~~all~~ subpoenas~~. Service of the subpoena shall be accomplished~~ by certified mail, return receipt requested, except the Department may serve a subpoena on a state employee who will appear or produce documents or physical evidence in the course of employment by any means reasonably calculated to reach the employee.

R6-6-2212. Conduct of Hearing; Hearing Officer Responsibilities

A. A hearing is a De Novo Proceeding. The Department has the initial burden of going forward with evidence to support the Division's action that is being appealed.

B. To prevail, the Appellant shall prove, by a preponderance of the evidence, that the Division's action was unauthorized, unlawful, or an abuse of discretion.

~~**A.**~~**C.** ~~Hearings~~ The Hearing Officer shall:

1. ~~be conducted~~ Conduct the hearing in an orderly and dignified manner~~.~~ that avoids unnecessary repetition and affords due process to all Parties;
2. Open, conduct, and close the hearing;
3. Administer oaths and affirmations;
4. Ensure consideration of all relevant issues;

5. Exclude evidence that is not competent, relevant, or probative, or is unduly repetitious;

6. Request, receive, and incorporate competent, relevant and probative evidence into the record;

7. Subpoena witnesses and documents as provided in R6-6-2211;

8. Rule on the admissibility of evidence;

9. Direct the order of proof at the hearing;

10. At the request of a Party or on the Hearing Officer's own motion, and for good cause, take an action the Hearing Officer determines is necessary for the proper disposition of the appeal; and

11. Make and maintain a complete record of all proceedings in connection with the appeal.

~~All hearings shall be open to the public, but the hearing officer conducting a hearing may close the hearing to everyone other than the parties to the extent necessary to protect the interests and rights of the parties.~~

~~**B.** Hearings shall be opened, conducted and closed by the hearing officer who shall rule on the admissibility of evidence, and shall direct the order of proof. He shall have the power to administer oaths and affirmations, take depositions, certify official acts, and issue subpoenas to compel the attendance of witnesses and the production of any documents he deems necessary as evidence in connection with a hearing.~~

~~**C.** The hearing is a de novo proceeding. The Department has the initial burden of going forward with presentation of evidence.~~

~~**D.** Evidence not related to the issue shall not be allowed to become a part of the record.~~

~~**E.**~~**D.** The ~~hearing officer may, on his own motion, or at the request of a party, exclude witnesses from the hearing room~~ Hearing Officer shall rule on prehearing motions or issues. The Hearing Officer may allow the Parties to stipulate to facts and legal conclusions.

~~**F.**~~**E.** The ~~case manager, supervisor, licensing worker, or other~~ Division shall designate an appropriate person ~~may be designated Department spokesperson for~~ to represent and speak on behalf of the Division at the hearing. ~~The Department spokesperson may testify and present written evidence on behalf of the Department.~~

F. Upon request and with the consent of the Hearing Officer, a Party may make opening and closing statements. The Hearing Officer shall consider any statements as argument and not as evidence.

G. ~~The parties~~ A Party may testify, present evidence, and cross-examine witnesses ~~and present arguments~~. The Hearing Officer may take witness testimony or admit evidence on the Hearing Officer's own motion.

~~**H.** The parties to an appeal, with the consent of the hearing officer, may stipulate to facts involved in writing or on the record.~~

~~**I.**~~**H.** ~~At the conclusion of a hearing, the parties shall be granted a reasonable opportunity to present argument on all issues of fact and law to be decided.~~ The ~~hearing officer shall afford the parties an opportunity to present oral argument or to file briefs, or both~~ Hearing Officer may require the Parties to submit memoranda on issues in the case if the Hearing

Officer determines the memoranda will help the Hearing Officer decide the case. The Hearing Officer shall establish a briefing schedule for any required memoranda.

~~J.~~I. ~~A full and complete record shall be kept of all~~ The record of the proceedings ~~in connection with an appeal. The record~~ made under subsection (C)(11) shall be open for inspection by the ~~appellant~~ Appellant or ~~his~~ the Appellant's representative at ~~a~~ an accessible place ~~accessible to him~~.

J. The Department shall record all hearings but need not transcribe ~~A transcript of~~ the proceedings ~~need not be made~~ unless ~~it~~ a transcript is required for further proceedings. A fee charged for a transcript may be waived for a Party that submits an affidavit to the Department stating the Party is unable to afford to pay the fee for the transcript.

R6-6-2213. Hearing Decision; Effect of the Decision

A. ~~The hearing decision shall be rendered exclusively on the evidence and testimony produced at the hearing, appropriate state and federal law, and Department rules governing the issue in dispute~~ The Hearing Officer shall issue a decision no later than 60 Days after the close of the hearing. The Hearing Officer shall base the decision only on the evidence and testimony produced at the hearing and applicable law.

B. The ~~decision shall set forth the pertinent facts involved, the conclusions drawn from such facts, the sections of applicable law or rule, the decision and the reasons for the decision. A copy of the decision, together with an explanation of the appeal rights, shall be delivered or mailed to each party or designated representative not more than 60 days from the date of filing the request for hearing unless the delay was caused by the appellant, in~~

~~which case the time limit for delivery is extended by the number of days attributable to the appellant.~~ Hearing Officer shall include the following in the hearing decision:

1. Findings of fact concerning the issue on appeal;

2. Citations to the law and authority applicable to the issue on appeal;

3. A statement of the conclusions derived from the facts and law and the reasons for the conclusions;

4. The name of the Hearing Officer;

5. The date of the decision; and

6. A statement of further appeal rights and the time for exercising the appeal rights.

C. ~~In those cases where the Division must take additional action as a result of the decision, the action shall be taken immediately.~~ The Department shall mail or, as provided by law, otherwise transmit a copy of the decision to each Party or the Party's representative.

D. ~~All decisions in favor of the appellant apply retroactively to the date of the action being appealed or to the date the hearing officer specifically finds appropriate~~ If the Hearing Officer as prescribed under R6-6-1811(B)(3) affirms the action appealed, the action is effective as of the date the Division initially determined to take the action and remains effective until the Appellant appeals under R6-6-2215 and obtains a higher administrative or judicial decision reversing or vacating the Hearing Officer's decision..

E. ~~The decision of~~ If the ~~hearing officer shall become the final decision of the Department 15 days after it is issued unless a written petition for review to the Appeals Board or the AHCCCS Office of Administrative Legal Services has been filed or the case has been removed to the Appeals Board for review~~ Hearing Officer vacates, sets aside, or reverses

the Division's action, the Division shall not take the action or shall reverse any action taken unless and until the Division appeals under R6-6-2215 and obtains a higher administrative or judicial decision reversing or vacating the Hearing Officer's decision.

R6-6-2214. ~~Termination of Appeal~~ Repealed

~~An appeal may be terminated as follows:~~

1. ~~By voluntary withdrawal if the appellant submits a signed letter or on the record at any time before the decision is issued.~~
2. ~~By default when a party fails to appear at a scheduled hearing and fails to request a rescheduled hearing within 15 days. An appeal will not be considered abandoned if the appellant provides notification up to the time of the hearing that he is unable, due to good cause, to appear and that he still wishes a hearing, or that the matter be considered on the record.~~

R6-6-2215. Review by the Appeals Board

A. An ~~appellant~~ Appellant ~~who is a non-DD/ALTCS client or non-ALTCS service provider~~ may request review by the Appeals Board of ~~an adverse~~ a hearing decision issued under R6-6-2213(D) within 15 ~~days~~ Days after the decision is mailed or otherwise delivered to ~~him~~ the Appellant. The Appellant shall ensure the request for review is in writing, signed and dated by the Appellant, filed with the Appeals Board, and states one of the following reasons as grounds for the review:

1. ~~The request for review shall be in writing, signed and dated. It shall set forth the grounds for the request and may be filed personally or by mail through the Division's Office of Compliance and Review or the Office of Appeals to the~~

~~Appeals Board.~~ Irregularity in the hearing proceedings that deprived the Appellant of a fair hearing;

2. ~~If the request for review is filed in a timely manner, the Division shall make no change in the case action until the Appeals Board decision is issued.~~ Misconduct by the Division, Hearing Officer, or a Party;

3. Newly discovered material evidence that could not, with reasonable diligence, have been discovered and produced at the hearing;

4. The decision is the result of passion or prejudice; or

5. The decision is not justified by the evidence or is contrary to law.

B. The ~~Department~~ Division may request review by the Appeals Board of a decision issued under R6-6-2213(E) before ~~a hearing officer's~~ the decision becomes final. The Division shall ensure the request ~~shall be~~ for review is in writing, signed and dated by an Assistant Attorney General, filed with the Appeals Board, and ~~shall specifically state the error which forms the basis for the request~~ states a reason under subsection (A) as grounds for the review.

C. ~~The~~ As provided under A.R.S. § 41-1992(E), the Appeals Board, after providing notice to all Parties, may remove to ~~itself~~ the Appeals Board any matter before a ~~hearing officer~~ Hearing Officer before ~~the issuance of a decision, or, if a decision has been issued, before the~~ a decision ~~has become~~ becomes final. ~~Upon removal, the Appeals Board shall notify all parties of the removal.~~

D. ~~In case of removal or~~ If the Appeals Board grants review~~;~~ under subsection (A) or (B) or makes a removal under subsection (C), the Appeals Board shall notify the Office of

Appeals that ~~it~~ the Appeals Board has accepted jurisdiction~~;~~. ~~and the~~ The Office of Appeals shall prepare a complete record of the case, including a transcript, ~~which shall be provided~~ and provide the complete record, without cost, to all ~~parties~~ Parties upon request.

E. ~~A copy of the~~ The Appeals Board shall provide a copy of the Appeals Board's decision~~;~~ to each Party. The Appeals Board shall include ~~together with~~ a statement in the decision specifying the ~~rights~~ right for ~~further~~ judicial review~~, shall be distributed to each party~~ under A.R.S. § 41-1993.

R6-6-2216. Review by AHCCCS of ALTCS-related Matters

A. A ~~party~~ Party decision is mailed or otherwise delivered.

B. The request for review shall be in writing, signed, and dated. ~~It~~ The request should set forth the grounds for the request and may be filed personally or by mail through the Appellate Services Administration/Long-term Care to the AHCCCS Office of Administrative Legal Services.

C. A copy of the AHCCCS decision, together with a statement specifying the rights for further review, shall be distributed to each ~~party~~ Party.

ARTICLE 23. DEEMED STATUS

R6-6-2301. Definitions and Location of Definitions

A. Location of definitions. The following definitions applicable to this Article are found in the following Section or Citation:

"Accreditation"	R6-6-2301(B)
"Applicant"	R6-6-2301(B)

"Application"	R6-6-2301(B)
"Calendar Day"	R6-6-2301(B)
"Deemed Status"	R6-6-2301(B)
"Division"	A.R.S. § 36-551
"Documentation"	R6-6-2301(B)
"Member"	R6-6-2301(B)
"Nationally Recognized Agency" or "Accrediting Agency"	R6-6-2301(B)
"Service Provider"	R6-6-2301(B)

B. The following definition apply to this Article:

~~A.~~1. "Accreditation" means a status conferred on a ~~provider~~ Service Provider by a ~~nationally recognized agency~~ Nationally Recognized Agency that indicates the ~~provider~~ Service Provider meets ~~the professional standards of the~~ established quality standards ~~reviewing body~~.

~~B.~~2. "Applicant" means a ~~provider requesting~~ Service Provider who requests ~~deemed status~~ Deemed Status from the ~~Department~~ Division.

~~C.~~3. "Application" means the letter, documents, details of the services to be provided, and additional information relating to ~~the accreditation~~ Accreditation that the ~~Department~~ Division requires an ~~applicant~~ Applicant to submit ~~to request deemed status~~.

4. "Calendar Day" means a series of consecutive days regardless of weekends or holidays.

~~D~~ "~~Complete application" means an application that conforms to the requirements of this Article and that provides sufficient information under R6-6-2302(A) for the Department to determine that the standards of the accrediting agency meet Department standards.~~

~~E.~~ ~~"Day" means a calendar day.~~

~~F.~~ ~~"Department" means the Arizona Department of Economic Security.~~

~~G.~~5. "Deemed ~~status~~ Status" means ~~that~~ the ~~Department~~ Division has determined ~~that~~ a ~~provider~~ Service Provider ~~has been~~ is accredited by a ~~nationally recognized agency~~ Nationally Recognized Agency ~~whose~~ that maintains ~~accreditation~~ Accreditation standards that meet program and service standards established by the ~~Department~~ Division ~~standards for the program or service offered by the provider to Department consumers~~.

~~H.~~ ~~"Division" means the Division of Developmental Disabilities within the Arizona Department of Economic Security.~~

~~I.~~ ~~"Department standards" means programmatic and contractual requirements provided in statute, rule, contract, policy, and procedure for the program or service to which the standard applies.~~

~~J.~~6. "Documentation" means written information in any medium.

7. "Member" has the same meaning as "Client" as prescribed in A.R.S. § 36-551.

~~K.~~8. "Nationally ~~recognized agency~~ Recognized Agency" or "~~accrediting agency~~ Accrediting Agency" means a nationally recognized accrediting body for organizations, programs, and services that correspond to organizations, programs,

and services for which a ~~provider~~ Service Provider seeks ~~deemed status~~ Deemed Status under this Article~~. A list of nationally recognized agencies approved by the Department for purposes of deemed status is available on the Division's web site at: http://www.azdes.gov/ddd.~~ as approved by the Division.

~~L~~9. "Service Provider" means an individual, agency, or ~~other~~ organization that provides or seeks to provide programs and services to Division ~~consumers~~ Members.

R6-6-2302. Deemed Status: Eligibility, Application, and Limitations

A. To be eligible for ~~deemed status~~ Deemed Status, ~~the~~ a ~~provider~~ Service Provider shall:

1. Have a current ~~accreditation~~ Accreditation from a ~~nationally recognized agency~~ Nationally Recognized Agency for organizations, programs, and services the ~~provider~~ Service Provider offers or seeks to offer to Division ~~consumers~~ Members.
2. Submit ~~a letter~~ an Application to the ~~Department's Division of Developmental Disabilities applying for~~ Division requesting ~~deemed status~~ Deemed Status. The ~~letter~~ Service Provider shall ensure the Application includes a letter that:
   a. ~~Name~~ Names the ~~accrediting agency~~ Nationally Recognized Agency that has accredited the Service Provider,
   b. ~~Specify~~ Specifies the ~~applicant's~~ Service Provider's programs or services that the ~~nationally recognized agency~~ Nationally Recognized Agency has accredited,
   c. ~~Include~~ Includes ~~documentation~~ Documentation of:

i. The current ~~accreditation~~ Accreditation certificate that shows the date on which the Accreditation expires;

ii. Correspondence between the ~~provider~~ Service Provider and the ~~accrediting agency~~ Accrediting Agency relating to the ~~accreditation~~ Accreditation, including attachments, corrective action plans, survey/credentialing reports, notices of deficiency, quality improvement plans, and any similar document, correspondence, or information that pertains to the programs, services, and staff providing the programs and services for which the ~~provider~~ Service Provider seeks ~~deemed status~~ Deemed Status; and

d. ~~State that~~ States the ~~provider~~ Service Provider agrees to ~~adhere to and be accountable for meeting~~ comply with all ~~Department~~ Division standards and monitoring requirements.

B. The ~~Department~~ Division shall ~~only~~ grant ~~deemed status~~ Deemed Status only to ~~providers~~ a Service Provider ~~who apply~~ who applies and ~~satisfy~~ meets the eligibility criteria in subsection (A).

R6-6-2303. ~~Time-frame~~ Time-Frame for ~~Department~~ Division Review of Application

A. Within 30 ~~days~~ Calendar Days ~~of~~ after receiving an ~~application~~ Application for ~~deemed status~~ Deemed Status, the ~~Department~~ Division shall:

1. Review the ~~application~~ Application for completeness, and

2. ~~Send~~ If the Application is incomplete, send written ~~notification~~ notice to the ~~applicant~~ Applicant ~~if the application is incomplete. The written notification shall state~~ that includes:

a. The reason ~~the Department considers~~ the ~~application to be~~ Application is incomplete~~;~~.;

b. The information the ~~Department~~ Division requires the ~~applicant~~ Applicant to submit to complete the ~~application~~ Application~~;~~.; and

c. The time-frame for ~~submitting~~ for the Applicant to submit the additional information.

B. Within 45 ~~days~~ Calendar Days ~~of receipt of~~ after receiving a complete ~~application~~ Application, the Division shall ~~notify~~ send written notice to the ~~applicant~~ Applicant ~~in writing whether the application satisfies Department requirements for~~ granting or denying ~~deemed status~~ Deemed Status and, if applicable, provide information about the Applicant's right to appeal the decision.

R6-6-2304. Responsibilities of a Provider with Deemed Status

A. A ~~provider~~ Service Provider with ~~deemed status~~ Deemed Status shall ~~adhere to and be accountable for meeting~~ comply with all ~~Department~~ Division standards and those set out in A.R.S. § 36-557.

B. A ~~provider~~ Service Provider with ~~deemed status~~ Deemed Status shall provide the ~~Department~~ Division timely and complete copies of any correspondence or documents relating to the Service Provider's ~~accreditation~~ Accreditation, including attachments~~;~~. ~~on file with or~~

1. Correspondence or documents relating to the Service Provider's Accreditation includes those sent between the ~~provider~~ Service Provider and ~~the accrediting agency~~ Accrediting Agency that pertain to the programs, services, and staff providing the programs and services for which the ~~Department has~~ Division granted ~~deemed status~~ Deemed Status to the ~~provider~~ Service Provider.

2. Timely ~~and complete documentation~~ means ~~that~~ the ~~provider shall send~~ Service Provider sends the Division a ~~complete~~ copy of ~~all~~ the correspondence and documents described in subsection (B)(1) ~~between the provider and the accrediting agency~~ within 10 ~~days~~ Calendar Days of sending or receiving the correspondence or documents.

R6-6-2305. Expiration and Renewal of Deemed Status

A. ~~Deemed~~ A Service Provider's Deemed Status ~~status shall expire~~ expires on the earlier of: ~~the expiration~~

1. The date specified on ~~of~~ the ~~provider's~~ Service Provider's ~~accreditation~~ Accreditation certificate submitted under R6-6-2302(A)(2)(c)(i) ~~at the time of application for deemed status~~, or ~~three~~

2. ~~three~~ Three years from the date ~~deemed status is granted by the Department~~ of the notice provided under R6-6-2303(B).

B. ~~The Department shall renew deemed status using the same procedures in this Article for initial application~~ To apply for renewal of Deemed Status, a Service Provider shall comply fully with R6-6-2302 at least 60 Calendar Days before the Deemed Status expires.

R6-6-2306. Notice of Change in Accreditation

A. ~~The~~ A ~~provider~~ Service Provider with ~~deemed status~~ Deemed Status shall ~~advise~~ provide written notice to the ~~Department~~ Division of any change in the ~~provider's~~ Service Provider's ~~accreditation~~ Accreditation within 10 ~~days~~ Calendar Days of the change.

B. Failure by the Service Provider to provide ~~timely~~ the notice ~~of a change in accreditation~~ required under subsection (A) is grounds for revocation of ~~deemed status~~ Deemed Status by the Division.

R6-6-2307. Non-assignability of Deemed Status

~~Deemed status is not assignable or transferable~~ A Service Provider with Deemed Status shall not assign or transfer or attempt to assign or transfer the Deemed Status.

R6-6-2308. Programmatic and Contractual Monitoring of Provider with Deemed Status

A. ~~The~~ As specified in A.R.S. § 36-557, the ~~Department~~ Division shall ~~reduce the Department's required~~ provide annual mandatory monitoring visits ~~for residential care service, day program, and employment service provider sites described in A.R.S. § 36-557(G)(2) from two times a year to one time a year~~ for a ~~residential care service provider~~ Service Providers with ~~deemed status~~ Deemed Status.

B. If the ~~Department~~ Division determines ~~that~~ there is reasonable cause to believe ~~the~~ a ~~provider~~ Service Provider with ~~deemed status~~ Deemed Status is not ~~adhering to~~ complying with ~~Department~~ Division standards, as required in this Article, the ~~Department~~ Division or ~~its~~ the Division's designee may enter the premises at any reasonable time ~~for the purpose of determining the state of the provider's compliance~~ to

determine whether the Service Provider is complying with the ~~programmatic or contractual requirements of the Department~~ Division standards.

C. ~~A provider's deemed status shall not limit the~~ The ~~Department's~~ Division's ability to conduct a full investigation, including site visits, at any time in response to ~~complaints, incidents~~ a complaint, incident, or health and safety ~~concerns~~ concern, or to require corrective action or impose ~~other sanctions~~ a sanction in accordance with contract and law is not limited by a Service Provider's Deemed Status.

D. The ~~Department~~ Division shall submit a written report about all complaints, findings, and required corrective action regarding a Service Provider to the Service Provider's ~~accrediting agency~~ Accrediting Agency.

R6-6-2309. Revocation of Deemed Status

A. The ~~Department~~ Division shall revoke a Service Provider's ~~deemed status~~ Deemed Status when:

1. ~~When the~~ The Service Provider's ~~accrediting agency~~ Accrediting Agency ~~finds one or more instances of~~ determines there is ~~uncorrected~~ noncompliance with an ~~accreditation~~ Accreditation ~~standards~~ standard that ~~affect~~ affects health and safety;
2. ~~When the~~ The Service Provider's ~~accreditation~~ Accreditation status ~~of the provider, program, or service~~ expires under R6-6-2305 without renewal;
3. ~~When the~~ The Service Provider's ~~accrediting agency~~ Accrediting Agency withdraws ~~the provider's accreditation~~ or downgrades the ~~provider's accreditation~~ Service Provider's Accreditation to a level or category that does not meet ~~Department~~ Division standards;

4. ~~When the~~ The ~~Department~~ Division ~~finds that~~ determines the ~~provider~~ Service Provider is not ~~adhering to~~ complying with ~~Department~~ Division standards;

5. ~~When the~~ The ~~Department~~ Division ~~finds that~~ determines ~~the standards of~~ the Service Provider's ~~accrediting agency~~ Accrediting Agency no longer ~~meet~~ meets ~~Department~~ Division standards;

6. ~~If the~~ The Service Provider's ~~accrediting agency~~ Accrediting Agency ceases to exist; or

7. ~~If the~~ The ~~Department~~ Division determines ~~that~~ the ~~provider~~ Service Provider has not ~~timely reported a change in its accreditation under this Article~~ submitted the notice required under R6-6-2306.

B. The ~~Department~~ Division shall give a ~~provider~~ Service Provider with ~~deemed status~~ Deemed Status written notice of the ~~Department's~~ Division's decision to revoke ~~deemed status~~ Deemed Status. The Division shall ensure the written notice ~~shall inform~~ informs the ~~provider~~ Service Provider of the right to administrative review if the ~~provider~~ Service Provider disagrees with the ~~Department's~~ Division's revocation decision.

R6-6-2310. Administrative Review, Appeal, and Hearing

A. ~~A provider seeking~~ To obtain administrative review of the ~~Department's~~ Division's decision to revoke a Service Provider's ~~deemed status~~ Deemed Status, ~~may, within 35 calendar days of the decision,~~ the Service Provider shall file a written request with the Division within 35 Calendar Days after receiving the notice provided under R6-6-2309(B). The Service Provider shall include in the request for administrative review

facts the Service Provider believes show the Service Provider's Deemed Status should not be revoked.

B. The Division shall ~~review the request for~~ conduct an administrative review and ~~render~~ send a written decision to the Service Provider within 30 ~~calendar days~~ Calendar Days ~~of receipt of~~ after receiving the request. If the Division upholds the decision to revoke the Service Provider's Deemed Status, the Division shall include in the written decision to the Service Provider information about appealing the decision.

C. ~~The procedures in 6 A.A.C. 6, Article 22 shall govern an appeal of any~~ To appeal an administrative review decision, a Service Provider shall follow the procedures under Article 22 of this Chapter. ~~These procedures provide for a hearing before the Department's Office of Appeals and further review by the Department's Appeals Board.~~

R6-6-2311. ~~Judicial Review~~ Repealed

~~Any person adversely affected by an Appeals Board decision may seek judicial review as prescribed in A.R.S. § 41-1993.~~